

**PUBLISHED IN PAMPHLET FORM THE FOLLOWING:**

**ORDINANCE NO. 4173**

**TITLED:**

**An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a  
Contract for the Purchase and Sale of 325 East North Avenue**

**HOSANNA KORYNECKY  
VILLAGE CLERK  
VILLAGE OF VILLA PARK**



**Ordinance No. 4173**

**ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,  
APPROVING A CONTRACT FOR THE PURCHASE AND SALE OF 325 EAST NORTH  
AVENUE**

**WHEREAS**, the Village of Villa Park, DuPage County, Illinois (the “*Village*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State and a duly constituted public agency of this State; and,

**WHEREAS**, the President and Board of Trustees of the Village (the “*Corporate Authorities*”) determined the real estate commonly known as 325 E. North Avenue, Villa Park, Illinois 60181 (the “*Property*”) to be surplus property and authorized the sale of the Property pursuant to 65 ILCS 5/11-76-4.1; and,

**WHEREAS**, Ali Properties Melrose Park, LLC (the “*Purchaser*”) has submitted an offer to purchase the Property for \$335,000.00; and,

**WHEREAS**, the Corporate Authorities have determined it to be in the best interest of the Village to accept the offer and authorize the conveyance of the Property to the Purchaser pursuant to the terms and conditions set forth in a purchase and sale agreement between the parties; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

**Section 1.** That the Contract for Purchase and Sale of Real Estate by and between the Village of Villa Park and Ali Properties Melrose Park, LLC, attached hereto and made a part hereof, is hereby approved and the President, Village Clerk and Village Manager are hereby authorized and directed to execute and deliver said Contract for Purchase and Sale of Real Estate and undertake any and all actions as may be required to implement its terms.

**Section 2.** That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED this 9th day of November, 2020, pursuant to a roll call vote as follows:

AYES: 7  
NAYS: 0  
ABSENT: 0

APPROVED this 9<sup>th</sup> day of November, 2020

*Albert Butthaus*

Village President

Attest:

*Loraine Kopyevsky*  
Village Clerk



## **CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE**

This Contract for Purchase and Sale of Real Estate ("Agreement") is entered into this \_\_\_\_ day of November, 2020, between Ali Properties Melrose Park, LLC, an Illinois limited liability company ("Purchaser"), and the Village of Villa Park ("Seller"), concerning the property commonly known as 325 E. North Avenue, Villa Park, IL 60181 ("Subject Property"), along with any improvements thereon, and legally described in Exhibit A attached hereto.

In consideration of the Purchase Price being paid by Purchaser to Seller, as is more fully described below, and for the other mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

### **Article I. Covenants of Seller**

1.1. Seller agrees to convey title to the Subject Property on the date that the Purchase Price (as defined in Article 2.1 below) is paid, and all other considerations called for by this Agreement have been satisfied, by Purchaser, by recordable Warranty Deed, subject to:

- (a) General real estate taxes not then due and payable;
- (b) Building setback lines and restrictions of record;
- (c) Zoning and building ordinances;
- (d) Public utility easements;
- (e) Public and private roads and highways;
- (f) Covenants and restrictions of record as to use and occupancy.

1.2. Warranty Deed: The Warranty Deed, which shall contain the restrictions as identified in Article 1.1 above, shall be in substantially the same form as Exhibit B attached hereto.

### **Article II. Purchase Price**

2.1. Purchaser agrees to pay Seller \$335,000.00 ("Purchase Price") immediately at Closing identified in Article V below

### **Article III. Due Diligence Period**

3.1. Purchaser shall have 30 days (the "Due Diligence Period") from the date of execution of this Agreement to cause one or more surveyors, attorneys, engineers, architects and other experts of its choice and at Purchaser's expense to (i) inspect any documents related to the Property, and (ii) inspect, examine, survey, obtain engineering inspections, and otherwise do that which, in the opinion of Purchaser, is necessary to determine the condition of the Subject Property. Purchaser must be satisfied in all respects in its sole discretion with the results of such inspections and investigations. Purchaser understands and agrees that the information obtained pursuant to such inspections shall be kept in confidence and shall not be revealed to outside parties other than to its lenders, principals, affiliates or clients or as otherwise required by law or for any valid business purpose of Purchaser. Purchaser shall have the right and option at any time prior to the expiration of the Due Diligence Period to extend the Due Diligence Period for one (1) additional successive period of thirty (30) days, by written notice to Seller;

3.2. Purchaser shall defend, indemnify and hold Seller harmless from any and all claims, causes of actions, demands and lawsuits arising from Purchaser's performance of its due-diligence during the Due Diligence Period; and

3.3. Seller agrees to cooperate with Purchaser during the Due Diligence Period to ensure Purchaser, its agents, contractors and affiliates, have access to the Subject Property so as to perform Purchaser's due diligence pursuant to the Due Diligence Period.

#### **Article IV. Seller's Deliverables**

4.1. Upon execution of this Agreement, Seller shall, within 10 business days, or within such other time as the Parties otherwise agree, in writing, make available to Purchaser copies of the following items (to the extent in Seller's, or its agents', possession or control):

- (a) The most current survey and zoning materials for the Property;
- (b) The most recent title insurance policy;
- (c) A recent title commitment issued by Chicago Title Insurance Company for the Subject Property;
- (d) All contracts relating to the Subject Property, if any;
- (e) The most recent tax bills relating to the Subject Property;
- (f) All environmental and geotechnical reports relating to the Subject Property; and
- (g) Such other documents as Purchaser may reasonably request.

#### **Article V. Closing**

5.1. The Closing Date: The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the office of Chicago Title Insurance Company on January 4, 2021 (the "Closing Date"). Neither party nor its respective counsel needs to be physically present in person at the Closing.

5.2. On the Closing Date, Seller shall deliver or cause to be delivered to Purchaser the following instruments, documents and other items:

- (a) A Warranty Deed (the "Deed"), in the form attached hereto as Exhibit B, executed by Seller and appropriately acknowledged/notarized, conveying good and indefeasible fee simple title to the Land and Improvements to Purchaser, subject only to the Permitted Exceptions;
- (b) Bill of Sale (the "Bill of Sale"), in the form attached hereto as Exhibit C, executed by Seller, assigning, conveying and transferring to Purchaser any Personal Property;
- (c) A 2006 ALTA Owner's Policy of Title Insurance issued by Chicago Title Insurance Company, insuring Purchaser that it has good and indefeasible fee simple title to the Subject Property, in the amount of the Purchase Price, taking exception for only the Permitted Exceptions, together with all such affidavits, certificates,

agreements or other documents as Chicago Title Insurance Company may require from Seller in order to issue the Owner's Title Insurance Policy in the form required by this Agreement;

- (d) Such evidence of the authority of Seller to consummate the Closing as Chicago Title Insurance Company and Purchaser may reasonably require;
- (e) Real property transfer declarations required by the jurisdiction(s) in which the Subject Property is located;
- (f) A closing statement executed by Seller in form acceptable to Chicago Title Insurance Company;
- (g) Such other documents as Chicago Title Insurance Company may reasonably request; and
- (h) Seller shall, at its sole cost and expense, also comply with the terms and conditions of any municipal ordinance, law or other requirement relating to the transaction contemplated herein for the municipality in which the Subject Property is located (including, without limitation, if applicable, those relating to water meter readings, inspections and repairs) and shall provide to Purchaser at Closing evidence of such compliance.

5.3. Purchaser shall deliver or cause to be delivered to Seller the following instruments, documents and items:

- (a) The Purchase Price required by Section 2.1 above by immediately available wire transferred funds;
- (b) A closing statement executed by Purchaser in form acceptable to Chicago Title Insurance Company; and
- (c) Such other documents as Chicago Title Insurance Company may reasonably request;

5.4. Closing Costs: Seller shall be responsible for the standard Seller charges, including the cost of the survey and title insurance premiums. There is no applicable state and/or county transfer taxes or Village transfer tax as the Seller is an exempt entity. Seller and Purchaser shall split the escrow fees since this is a cash deal. Purchaser shall be responsible for all standard Purchaser charges and additional title policy endorsements;

5.5. Prorations: All debts, liabilities and obligations of the Seller with respect to the Property shall be paid when due and satisfied by the Seller. There will be no proration for real estate taxes since Seller is a tax-exempt entity; and

5.6. There shall be no real estate commissions paid as neither party engaged a real estate agent/broker for this transaction. Any Affidavit required by the title company shall be provided upon request to confirm no commissions are due.

## Article VI. Defaults

6.1. Default by Seller: In the event Seller shall default in its obligation to convey the Property to Purchaser in accordance with this Agreement for any reason, except Purchaser's default or the permitted termination of this Agreement by Seller and Purchaser, Purchaser may, as its sole and exclusive remedies for such default (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement by written notice to Seller, in which event Seller shall reimburse Purchaser for 100% of all of Purchaser's out-of-pocket costs and expenses incurred in connection with this Agreement and the transaction contemplated hereby, including, without limitation, the costs of all inspections, tests and other investigations undertaken by Purchaser, up to a maximum amount of \$25,000.00. If Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction on or before one hundred eighty (180) days following the date upon which Closing was to have occurred, then Purchaser shall be deemed to have elected to proceed under this Section 6.1. Except as expressly provided in this Agreement to the contrary, the rights and remedies of Purchaser under this Agreement shall be cumulative and shall not preclude the assertion or exercise of any other rights or remedies available at law, in equity or otherwise; and

6.2. Default by Purchaser: In the event Purchaser defaults in its obligation to purchase the Subject Property from Seller pursuant to this Agreement and provided Seller is not in default, Seller shall have the right, as its sole and exclusive remedy for such default, to terminate this Agreement by written notice to Purchaser and Chicago Title Insurance Company.

## Article VII. Miscellaneous

7.1. Notices: Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and may be given by certified or registered mail, facsimile transmission, the emailing of a PDF file, or by courier or other means. If given by certified or registered mail, the notice shall be deemed to have been given and received three (3) business days after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; and if given otherwise than by certified or registered mail, the notice shall be deemed to have been given when delivered to, or rejected/refused by, the party to whom it is addressed. Such notices shall be given to the parties hereto at the following addresses, or, if given by facsimile transmission or by email, at the following FAX numbers or email addresses:

If to Seller, to: Village of Villa Park  
20 S. Ardmore Avenue  
Villa Park, IL 60181  
Attn: Mr. Richard Keehner, Jr.  
Email: [rkeehnerjr@invillapark.com](mailto:rkeehnerjr@invillapark.com)

With a copy to: Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.  
1804 N. Naper Blvd., Ste. 350  
Naperville, IL 60563  
Attn: Attorney Kathy Field Orr &  
Attorney Joshua B. Rosenzweig  
FAX: (630) 682-0788  
Email: [kfo@ottosenbritz.com](mailto:kfo@ottosenbritz.com)  
[jrosenzweig@ottosenlaw.com](mailto:jrosenzweig@ottosenlaw.com)

If to Buyer, to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

Any party hereto may, at any time by giving five (5) days written notice to the other party hereto, designate any other address, or email address in substitution of the foregoing address to which such notice shall be given;

7.2. Entire Agreement: This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement;

7.3. Modification: Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except as provided herein or by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument;

7.4. Applicable Law: This Agreement shall be governed by, and construed in accordance with, the laws of the state of Illinois;

7.5. Venue: Any dispute arising between the Parties pursuant to this Agreement shall be filed in the Circuit Court for the 18<sup>th</sup> Judicial Circuit, DuPage County, Illinois;

7.6. Headings: Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify or otherwise modify or affect the meaning or construction of any provision of this Agreement;

7.7. Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns;

7.8. Discharge of Obligations: The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement. The actual receipt of the Purchase Price by Seller shall be deemed to be a full performance and discharge of every representation and warranty made by Buyer herein and every agreement and obligation on the part of Buyer to be performed pursuant to the provisions of this Agreement;

7.9. Time of Essence: Time is of the essence of this Agreement and of each covenant and agreement that is to be performed at a particular time or within a particular period of time. However, if the final date of any period which is set out in any provision of this Agreement or the

Closing Date falls on a Saturday, Sunday or legal holiday under the laws of the United States or of the state of Illinois, then the time of such period or the Closing Date, as the case may be, shall be extended to the next date which is not a Saturday, Sunday or legal holiday. As used herein, the word "day" or "days" mean calendar days, and the words "business day" or "business days" mean any day which is not a Saturday, Sunday or legal holiday under the laws of the United States or of the state of Illinois;

7.10. Invalid Provision: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement;

7.11. Disclaimers – "AS IS": BUYER ACKNOWLEDGES AND AGREES THAT IT WILL HAVE THE OPPORTUNITY TO PERFORM EXAMINATIONS AND INVESTIGATIONS OF THE SUBJECT PROPERTY PRIOR TO THE CLOSING DATE, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR IN THE DOCUMENTS DELIVERED AT CLOSING, PURCHASER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS," AND WITH ALL FAULTS. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE SUBJECT PROPERTY, THE INCOME OR EXPENSES FROM OR OF THE SUBJECT PROPERTY, OR THE COMPLIANCE OF THE SUBJECT PROPERTY WITH APPLICABLE BUILDING OR FIRE CODES OR OTHER LAWS OR REGULATIONS, EXCEPT TO THE EXTENT OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT AND THE DOCUMENTS DELIVERED AT CLOSING. PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS SECTION 7.11 SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT;

7.12. No Third Party Beneficiary: The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing;

7.13. Exhibits: The following exhibits attached hereto shall be deemed to be an integral part of this Agreement:

- (a) Exhibit A -Legal Description of the Subject Property;
- (b) Exhibit B -Form of Warranty Deed;
- (c) Exhibit C -Form of Bill of Sale

7.14. Termination of Agreement: Notwithstanding anything seemingly to the contrary in this Agreement, it is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement;

7.15. Cross Indemnification: Except as otherwise expressly provided in this Agreement, Seller shall defend, indemnify and hold harmless Buyer from all loss, expense (including reasonable counsel fees), damage and liability resulting from (a) claims of mechanics and materialmen based on work performed on or at the Subject Property prior to the Closing, and (b) tort claims (including, without limitation, for bodily injury, wrongful death or property damage) against Purchaser or the Subject Property based on causes of action which arose or accrued prior to the Closing, and (c) contract claims arising by, through, or under Seller, by employees, contractors, or utility companies, with respect to matters that occurred or obligations which accrued prior to the Closing. Except as otherwise expressly provided in this Agreement, Purchaser shall defend, indemnify and hold harmless Seller from all loss, expense (including reasonable counsel fees), damage and liability resulting from (a) claims of mechanics and materialmen based on work performed on or at the Property subsequent to the Closing, and (b) tort claims (including, without limitation, for bodily injury, wrongful death or property damage) against Seller based on causes of action which arose or accrued subsequent to the Closing, and (c) contract claims arising by, through or under Purchaser, by employees, contractors, or utility companies, with respect to matters that occurred or obligations which accrued subsequent to the Closing. Seller's and Purchaser's indemnification obligations under this Section 7.15 shall survive Closing;

7.16. Further Assurances: Each party shall, when requested by the other party hereto, cause to be executed, acknowledged and delivered such further instruments and documents as may be necessary and proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement; provided, however, this Section 7.16 shall not be construed to increase the economic obligations or liabilities of either party hereto. This Section shall survive Closing;

7.17. Effective Date: The "Effective Date" of this Agreement, as such term is referenced herein shall mean the date on which both Seller and Purchaser shall have executed this Agreement and delivered executed copies to the other;

7.18. Counterparts; Electronic Delivery: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. This Agreement may be executed and delivered by facsimile or other electronic means, with the same force and effect as an original;

7.19. Independent Counsel and Voluntary Act: By entering into this Agreement, each party acknowledges that it has had the opportunity to retain independent counsel of its own choosing to review and advise of the implications of entering into this Agreement and that each party is entering into this Agreement as its own free and voluntary Act;

7.20. Legal Authority: The Parties also warrant that they have the legal authorization to enter into and sign this Agreement on behalf of themselves, their successors and assigns;

7.21. No Presumption Upon Construction: This Agreement was drafted by both Parties. Therefore, if any court of law must interpret or construe the terms of this Agreement, no presumption shall arise in favor of one party to the detriment of the other party; and

7.22. Full Agreement of Parties: This Agreement represents the full and complete agreement of the Parties. This Agreement shall supersede all other agreements of the Parties.

7.23. Assignment: Buyer may assign this Agreement, without obtaining the approval of Seller, to one or more entities so long as Buyer or its principals controls or owns at least 50% of the purchasing entity(ies).

The Parties now signed and sealed this Agreement on the day and year written above.

**SELLER – VILLAGE OF VILLA PARK**

Albert Butthous 11-19-20  
By ALBERT BUTTHOUS Date  
Its PRESIDENT

**BUYER –**

ALI PROPERTIES MELROSE PARK LLC, an Illinois limited liability company

Aliya Ahmed  
By Aliya Ahmed Date 11/04/2020  
Its Authorized Manager

**EXHIBIT A – LEGAL DESCRIPTION OF SUBJECT PROPERTY**

THAT PART OF LOT 5 IN SUBURB HILL, BEING A SUBDIVISION IN NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID LOT 5, 156.515 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY, ALONG THE WESTERLY LINE OF SAID LOT, 156.515 FEET;; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE CENTERLINE OF STATE BOND ISSUE HIGHWAY ROUTE 64 (NORTH AVENUE) 100 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT; THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF SAID LOT 5, 156.63 FEET TO A POINT 156.63 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 5; THENCE WETERLY, IN A STRAIGHT LINE 100 FEET TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1914 AS DOCUMENT 116425, IN DUPAGE COUNTY, ILLINOIS.

PIN: 0603101008

FOR INFORMATION PURPOSES ONLY:  
THE SUBJECT LAND IS COMMONLY KNOWN AS:  
325 East North Avenue  
Villa Park, IL 60181

**EXHIBIT B – WARRANTY DEED**

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**WARRANTY DEED**

Grantor, Village of Villa Park, an Illinois municipal corporation (“Grantor”), of 20 Ardmore Ave., Villa Park, IL 60181, for and in consideration of TEN AND 00/100 DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, conveys and warrants to Grantee, \_\_\_\_\_ (“Grantee”), \_\_\_\_\_ of \_\_\_\_\_, the following real estate situated in the County of DuPage and the State of Illinois. The real estate conveyed hereby is legally described, commonly known as and maintains the parcel identification numbers identified below:

**Legal Description:** See Exhibit A attached hereto.

**Common Address:** 325 E. North Avenue, Villa Park, IL 60181

**Parcel Identification Number:** 0603101008

The transfer of the above-described real estate is subject to the following exceptions:

- (a) General real estate taxes not then due and payable;
- (b) Building setback lines and restrictions of record;
- (c) Zoning and building ordinances;
- (d) Public utility easements;
- (e) Public and private roads and highways; and
- (f) Covenants and restrictions of record as to use and occupancy.

Dated this \_\_\_\_ day of November 2020.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**Grantor, Village of Villa Park**

By \_\_\_\_\_  
Its \_\_\_\_\_

State of Illinois        )  
                                  )        SS  
County of DuPage     )

I, the undersigned, a Notary Public, in and for the State of Illinois and County of DuPage, do hereby certify that \_\_\_\_\_, personally known to me, appeared before me this day in person and acknowledged that she/he signed and delivered said instrument as her/his free and voluntary act, for the uses and purposes set forth herein.

GIVEN under my hand and official seal this \_\_\_\_ day of November 2020.

\_\_\_\_\_  
Notary Public

This instrument was prepared by:  
Joshua B. Rosenzweig (jrosenzweig@ottosenlaw.com)  
**OTTOSEN DiNOLFO HASENBALG & CASTALDO, LTD.**  
1804 N. Naper Blvd., Ste. 350  
Naperville, IL 60563  
(630) 682-0085 – Phone  
(630) 682-0788 – Facsimile

After recording, return this instrument to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Send future tax bills:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C – BILL OF SALE**

**BILL OF SALE**

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

Seller, Village of Villa Park, in consideration of \$10.00, which has been received, hereby sells to Buyer, \_\_\_\_\_, the following personal property located at 325 E. North Avenue, Villa Park, IL 60181 ("subject property"):

Any and all items of personal property and fixtures located on or situated within the subject property.

Seller hereby represents and warrants to Purchaser that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and the Seller has full right, power and authority to sell said personal property and to make this Bill of Sale.

ALL WARRANTIES OF QUALITY, FITNESS AND MERCHANTABILITY ARE HEREBY EXCLUDED.

If this Bill of Sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

**SELLER: Village of Villa Park**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

SUBSCRIBED and SWORN TO before me  
this \_\_\_ day of November 2020.

\_\_\_\_\_  
Notary Public