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AN ORDINANCE AUTHORIZING PURCHASE OF PROPERTY (FOOT & ANKLE CLINIC, 9645 W. 143RD STREET, ORLAND PARK, ILLINOIS)

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WHEREAS, the President and Board of Trustees of the Village of Orland Park approved the purchase of a parcel of land in Cook County, Illinois, consisting of a detached office building for purposes of additional right-of-way to accommodate an expanded 143rd Street as well as construction and utility easements for the purchase price of FOUR HUNDRED THOUSAND (\$400,000.00) DOLLARS, and directed the Village Attorney to prepare the appropriate purchase documents. Said property is located at 9645 West 143rd Street, Orland Park, Illinois.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1:

The Village President and Village Clerk are hereby authorized and directed to execute, on behalf of the Village, the REAL ESTATE SALES CONTRACT in a form substantially as that attached to this Ordinance as Exhibit A, including attached OCCUPANCY AGREEMENT. The Village President and Village Clerk are hereby further authorized and directed to execute all appropriate documents and take such other action as is required of them to consummate the purchase by the Village of the above-described real estate for the purchase price of FOUR HUNDRED THOUSAND (\$400,000.00) DOLLARS in accordance with the terms of the said REAL ESTATE SALES CONTRACT and OCCUPANCY AGREEMENT.

SECTION 2:

That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

CHICAGO TITLE INSURANCE COMPANY
REAL ESTATE SALE CONTRACT

ILLINOIS FORM B *

1. **VILLAGE OF ORLAND PARK, an Illinois municipal corporation** (Purchaser) agrees to purchase at a price of \$400,000.00 on the terms set forth herein, the following described real estate in Cook County, Illinois:

(See attached legal description – Exhibit A)

Commonly known as 9645 W. 143rd Street, Orland Park, Illinois 60462, and with approximate lot dimensions of 60 feet x 125 feet, together with the following property presently located thereon:

2. **U.S. BANK, N.A., not personally but as Trustee under Trust No. 4700** (Seller) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable Trustee's deed, ~~with release of homestead rights, if any; and a proper bill of sale, subject only to: (a) eovenants, eonditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, or any; (d) existing leases and tenancies (as listed in Schedule A attached); (e) special taxes or assessments for improvements not yet completed; (f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or trust deed specified below, if any; (h) general taxes for the year 2010 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) _____~~; and to restrictions and easements contained in Declaration of Utility Easements recorded July 27, 1945, as Document No. 13562123.

3. Purchaser has paid \$20,000.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows: *(strike language and subparagraphs not applicable)*

- (a) The payment of \$380,000.00
(b) The payment of \$ _____ and the balance payable as follows:

~~to be evidenced by the note of Purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured by a part purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B, or, in the absence of this attachment, the forms prepared by _____, ** and by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective), and an assignment of rents, said security agreement and assignment of rents to be in the forms appended hereto as Schedules C and D.~~

~~Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company. (**If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in the forms used by The Chicago Trust Company.)~~

~~(**If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in the forms used by the Chicago Title and Trust Company.)~~

~~(e) The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a principal indebtedness (which the Purchaser [does] [does not] agree to assume) aggregating \$ _____ bearing interest at the rate of _____ % a year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.~~

4. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards, and certifying the acreage of the subject property.

5. The time of closing shall be on or before September 15, 2010 or on the date, if any, to which such time is extended by reason of paragraphs 2 or 10 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Klein, Thorpe & Jenkins, Ltd. or of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Seller agrees to pay a broker's commission to _____ in the amount set forth in the broker's listing contract or as follows: _____

7. The earnest money shall be held by Sosin & Arnold, Ltd., in escrow, _____ for the mutual benefit of the parties.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller ~~and his spouse, if any,~~ shall be delivered to the Purchaser within five (5) days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

This contract is subject to the Conditions and Stipulations set forth on the following pages, which Conditions and Stipulations are made a part of this contract.

Dated: August _____, 2010

Purchaser: VILLAGE OF ORLAND PARK

Address: 14700 S. Ravinia Avenue, Orland Park, IL 60462

By: _____

Seller: _____

Address:

Seller: _____

Address:

**Form normally used for sale of property improved with multi-family structures of five or more units or of commercial or industrial properties.
ADV. V1.O R2/95 K3773*

CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, the plat of survey (If one is required to be delivered under the terms of this contract) and a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the second page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. Rents, ~~premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts,~~ general taxes, ~~accrued interest on mortgage indebtedness, if any,~~ and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of (a), (b), or (c) below (Strike subparagraphs not applicable):

(a) 105 % of the most recent ascertainable taxes;

(b) ~~The most recent ascertainable taxes and subsequent readjustment thereof pursuant to the terms of reparation letter attached hereto and incorporated herein by reference.~~

(c) [Other] _____

~~The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows:~~

All prorations are final unless otherwise provided herein. Existing leases ~~and assignable insurance policies, if any,~~ shall then be assigned to Purchaser. Seller ~~shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and~~ shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois ~~and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefore. If such ordinance does not so place responsibility, the tax shall be paid by the (Purchaser) (Seller). (Strike one.)~~

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with ~~Chicago Title and Trust Company~~ an Illinois licensed title insurance company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by an Illinois licensed title insurance company ~~Chicago Title and Trust Company~~, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. *(Strike paragraph if inapplicable.)*

7. Time is of the essence of this contract.

8. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

9. Alternative 1:

Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

Alternative 2:

~~Purchaser represents that the transaction is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code because Purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price does not exceed \$300,000.~~

Alternative 3:

~~With respect to Section 1445 of the Internal Revenue Code, the parties agree as follows: *(Strike two of the three alternatives.)*~~

10. (A) Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act (do) (do not) apply to the transfer contemplated by this contract. (If requirements do not apply, strike (B) and (C) below.)

(B) Seller agrees to execute and deliver to Purchaser and each mortgage lender of Purchaser such disclosure documents as may be required by the Illinois Responsible Property Transfer Act.

(C) Purchaser agrees to notify Seller in writing of the name and post office address of each mortgage lender who has issued a commitment to finance the purchase hereunder, or any part thereof; such notice shall be furnished within 10 days after issuance of any such commitment, but in no event less than 40 days prior to delivery of the deed hereunder unless waived by such lender or lenders. Purchaser further agrees to place of record, simultaneously with the deed recorded pursuant to this contract, any disclosure statement furnished to Purchaser pursuant to paragraph 10(B) and, within 30 days after delivery of the deed hereunder, to file a true and correct copy of said disclosure document with the Illinois Environmental Protection Agency.

SEE PARAGRAPHS 11 AND 12 ON RIDER ATTACHED HERETO AND MADE A PART HEREOF

RIDER TO REAL ESTATE SALE CONTRACT
9645 W. 143RD STREET, ORLAND PARK

11. CONDITIONS PRECEDENT TO CLOSING.

11.1 Purchaser's obligation to consummate this Contract and the closing is subject to satisfaction of all of the conditions set forth in this Paragraph 11. Purchaser may waive any or all of such conditions in whole or in part, but any such waiver shall be effective only if made in writing.

11.2 Purchaser shall have thirty (30) days from the contract date (the "Review Period") to pursue its examination of real estate including, but not limited to, conducting feasibility studies such as environmental, soil reports and studies (collectively, the "Feasibility Studies"). Seller shall cooperate with Purchaser in these matters where reasonably required. Seller will allow Purchaser access to the real estate during the Review Period to perform customary inspections and "due diligence" concerning the real estate, including review of the materials identified below. During the Review Period, upon reasonable notice to Seller, Purchaser shall have reasonable access to the real estate and shall be entitled to make such inspections, tests, copies and verifications as it shall deem reasonably necessary. Purchaser shall fully indemnify Seller from all loss, liability, cost and expense arising in connection with any inspection or test of the real estate performed by or for Purchaser and any mechanics' liens which may be claimed on account thereof.

In order to facilitate Purchaser's inspections, Seller will provide the following to Purchaser within seven (7) business days after the contract date, to the extent such information and materials are in Seller's possession or control or readily available to Seller: all studies and reports in the possession of Seller relating to the physical condition of the real estate, including (without limitation) any studies or reports pertaining to the environmental condition of the real estate (the "Review Materials").

11.3 If Purchaser determines, in Purchaser's sole judgment, that the results of the Feasibility Studies are unsatisfactory, or Purchaser determines the real estate is not suitable for any reason in its sole discretion, Purchaser may, at its option, terminate this Contract by written notice to Seller prior to the end of the Review Period, whereupon this Contract shall become null and void and of no further force or effect and the parties hereto shall have no further obligations to one another.

11.4 Purchaser agrees to indemnify Seller from and against any and all expense, cost or liability, including attorney's fees, arising from any Feasibility Studies, tests and/or inspections of the real estate conducted by Purchaser or Purchaser's agents.

12. SELLER'S REPRESENTATIONS AND WARRANTIES

12.1 Seller represents and warrants to Purchaser that as of the date of this Contract and as of the closing date:

A. Existence and Authority. Seller has the necessary authority, power and capacity to execute all necessary directions to convey the real estate and to enter into this Contract and the

documents and transactions contemplated herein and to carry out the obligations of this Contract and the documents and transactions contemplated herein. Seller has good right, full power and absolute authority to direct the sale, assignment and transfer the real estate to Purchaser in the manner contemplated herein. Seller has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Contract and the sale and transfer of the real estate by Seller to Purchaser. This Contract is a legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms subject to: (i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

B. Contracts. Seller has not entered into any material management, maintenance, service, supply, insurance or other contracts that affect any portion of any property comprising the real estate or its operation and that will be binding upon Purchaser after the closing.

C. Due Diligence Items. To the current actual knowledge of Seller, after due inquiry, the information set forth in the Review Materials provided by Seller is accurate and complete in all material respects (as of the respective dates thereof).

D. Notices of Violations. Except as disclosed to Purchaser in writing prior to the expiration of the Review Period, as part of the Review Materials or otherwise, Seller has not received written notice from any governmental authority of any violations of law (including any Environmental Laws, defined below) at or affecting the real estate that have not been cured prior to the contract date.

E. Litigation. Neither the Seller nor the real estate is a party in any pending litigation, legal proceeding or investigation which would either materially and adversely affect Seller's performance under this Contract or have a material adverse effect on the real estate after the closing, and to current actual knowledge of Seller no such litigation, legal proceeding or investigation has been threatened against Seller or the real estate.

F. Environmental Matters.

(i) From the date hereof to the date the Purchaser obtains possession of the real estate as defined in this Contract, the Seller agrees (i) to operate, maintain and manage the real estate (including the groundwater thereunder) in the ordinary course of business; (ii) that the real estate (including the groundwater thereunder) will comply in all respects, and will remain in compliance, with all applicable federal, state, regional, county and local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment, and all Environmental Laws (as defined below); and (iii) to maintain existing insurance on the real estate.

(ii) Seller has no knowledge of: (i) the presence of any Hazardous Materials (as defined below) on, under or in the real estate (including the groundwater thereunder); (ii) any Release (which means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the indoor or outdoor environment or discarding of barrels, drums, containers, tanks and

other receptacles containing or previously containing any hazardous Material) or threatened Release of Hazardous Materials that have occurred or are presently occurring on or onto the real estate (including the groundwater thereunder); or (iii) any spills or disposal of Hazardous Materials that have occurred or are occurring off the real estate (including the groundwater thereunder) as a result of any construction on or operation and use of the real estate (including the groundwater thereunder).

(iii) To the best knowledge and belief of the Seller, the real estate has never been used (and from the date hereof to the date Purchaser obtains possession of the real estate) will not be used as a landfill, open dump or a waste dump, or for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical material substance or waste. The real estate (including the groundwater thereunder) does not contain underground storage tanks or Hazardous Materials, and the Seller has received no notice of nor to Seller's best knowledge does the real estate (including the groundwater thereunder) violate any Environmental Laws. For purposes of this Contract, the phrase "Environmental Laws" shall mean any federal, state, county or local law, statute, ordinance, order, decree, rule or regulation relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling, storage or disposal of polychlorinated biphenyls, asbestos or urea formaldehyde, to the treatment, storage, disposal or management of Hazardous Materials. For the purposes of this Contract, the phrase "Hazardous Materials" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Laws or the release of which is regulated under Environmental Laws.

(iv) The Seller has received no notice of and to the best of Seller's knowledge and belief the real estate (including the groundwater thereunder) does not violate any law, regulation or contract applicable to the real estate (including the groundwater thereunder) or its use. With respect to the real estate (including the groundwater thereunder), if the Seller shall (i) receive notice that any violation of any federal, state, county or local Environmental, health or safety law or regulation may have been committed or is about to be committed with respect to the real estate (including the groundwater thereunder), (ii) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any federal, state, county or local Environmental law or regulation or requiring Seller to take any action in connection with the release of any Hazardous Materials into the environment, (iii) receive any notice from a federal, state, county or local governmental agency or private party alleging that the Seller may be liable or responsible for costs associated with a response to or cleanup of a release of any Hazardous Materials into the environment or any damages caused thereby, (iv) receive any notice that the Seller is subject to federal, state, county or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, or (v) receive any notice that the real estate or assets of the Seller are subject to a lien in favor of any governmental entity for any liability under the federal, state, county or local Environmental Laws or regulations or damages arising from or

costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, then the Seller shall promptly provide the Purchaser with a copy of such notice, and in no event later than seven (7) days from the Seller's receipt thereof.

(v) There are no proceedings pending or, to the best knowledge and belief of the Seller, threatened against or affecting the Seller in any court or before any governmental authority or arbitration board or tribunal which, if adversely determined, would materially and adversely affect the real estate. The Seller is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal, which default would materially and adversely affect the real estate.

(vi) When used in this Contract, the expression "to the best knowledge and belief of Seller," or words to that effect, is deemed to mean that the Seller, after reasonable examination, investigation and inquiry is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

7.2 All representations and warranties of Purchaser contained in this Contract shall be true and correct as of the date made and as of the closing date with the same effect as though such representations and warranties were made at and as of the closing date.

AGREEMENT

This Agreement is entered into by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois (the "Village") and DR. FORTUNEE MASSUDA (hereinafter referred to as "Massuda") this ____ day of _____, 2010.

WHEREAS, Massuda is the beneficial owner of certain property located at 9645 W. 143rd Street, Orland Park, Illinois, and legally described in EXHIBIT A, attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Village of Orland Park has initiated negotiations with Massuda to acquire right-of-way, a temporary construction easement and a permanent public utility easement relating to a portion of the Premises; and

WHEREAS, the Village has determined that it is necessary and appropriate to acquire the entire Premises; and

WHEREAS, the Village and Massuda have agreed that FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) is the purchase price to be paid for fee simple title to the entire Premises; and

WHEREAS, the Village and Massuda have agreed that the acquisition of the Premises by the Village is subject to and contingent upon, at the Village's option, an environmental inspection that reveals environmental conditions that are satisfactory to the Village; and

WHEREAS, the Village wishes to accommodate Massuda and allow Massuda to remain on the Premises for a certain period of time after the Village acquires fee simple title to the entire Premises;

NOW THEREFORE, in exchange for the mutual promises and covenants hereinafter contained, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. The Village will adopt an ordinance authorizing the acquisition of the entire Premises.

2. The Village will allow Massuda to remain on the Premises rent-free for a maximum of one (1) year from the date of the closing of the Village's purchase of the Premises.

3. After the termination of rent-free occupancy by Massuda, whether by expiration of the rent-free one (1) year period or earlier vacation of the Premises by Massuda, Massuda will vacate the Premises and will yield up immediate possession of the Premises to the Village. At the expiration of the rent-free one (1) year period, or the earlier vacation of the Premises by Massuda, the Village shall have the right to enter the Premises and forcibly remove Massuda, and/or anyone other than a lawful tenant holding or possessing all or any part of the Premises under or through Massuda, without further notice of process of law, and without prejudice to any other remedies that may be available to the Village.

4. Massuda will obtain at her expense a comprehensive liability and property damage insurance policy suitable to the Village naming the Village as an additional insured and covering the time that Massuda remains on the Premises.

5. Massuda covenants and agrees that Massuda will protect and save and keep the Village forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Massuda or those holding under Massuda, and that Massuda will at all times protect, indemnify and save and keep harmless the Village against and from any and all loss, cost, damage or

expense, including without limitation attorneys' fees and costs, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Village against and from any and all claims and against and from any and all loss, cost, damage or expense, including without limitation attorneys' fees and costs arising in any way out of Massuda's use of or presence on the Premises.

6. Massuda shall pay all charges for light, heat, fuel, power, water and utilities furnished or supplied to or on any part of the Premises until such time as the Village takes possession of the Premises.

7. Massuda agrees to keep the Premises in as good repair as the same currently are, and agrees that no unlawful activity or activity that could be deemed to be extra hazardous shall be conducted thereon.

8. Massuda agrees not to make any contract for construction, repair, or improvements on, in, of or to the Premises, or any part thereof, or for any work to be done or materials to be furnished on or to the Premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against the Premises and/or any building or improvements at any time located thereon. All persons furnishing any work, labor or materials, as well as all other persons, shall be bound by this provision and by the notice of it from and after the date of this Agreement, and notice is hereby given that no mechanic's lien, materialmen's lien, or any other encumbrance made by or obtained against Massuda, or Massuda's interest in the Premises or the buildings or improvements thereon, shall in any manner affect the title or interest of the Village in the Premises and/or the buildings or improvements thereon. To that end, Massuda agrees not to

make any contract or agreement, either oral or written, for any labor, services, fixtures, materials or supplies in connection with altering, repairing or improving the Premises or any building or improvement thereon without providing in such contract or agreement that the contractor or contractors waive all right to a mechanic's lien, and waive all right of any subcontractor or subcontractors to mechanics' liens, by reason of furnishing any labor, services, and/or materials under such contract or contracts, whether written or oral, and that such contract or contracts shall, upon execution, be immediately recorded with the Cook County Recorder of Deeds, at Massuda's expense, with a copy thereof delivered to the Village.

9. Massuda agrees to observe and comply with all rules, regulations and laws now in effect or which may be enacted while Massuda is in possession of the Premises by any municipal, county, state or federal authorities having jurisdiction over the Premises, and to indemnify the Village for any damage caused or costs incurred by violation thereof.

10. Massuda will pay and discharge all reasonable costs, attorneys' fees and expenses that shall be made or incurred by the Village in enforcing this Agreement, or in removing Massuda from the Premises on or after the rent-free one (1) year period expires.

11. This Agreement may not be altered, assigned, transferred or modified in any way without the prior written consent of the Village.

VILLAGE OF ORLAND PARK

DR. FORTUNEE MASSUDA

By: _____
Its: _____

Date: _____

Date: _____