

REAL ESTATE SALES CONTRACT
(14301 South LaGrange Road, Orland Park, Illinois)

THIS AGREEMENT, dated _____, 200__, is made between the Village of Orland Park, an Illinois municipal corporation (hereinafter referred to as "Seller" or "Village"), and Marquette Bank, an Illinois banking corporation (hereinafter referred to as "Buyer").

Seller and Buyer agree as follows:

1. **SALE.** Seller agrees to sell and Buyer agrees to purchase from Seller, under the terms and conditions set forth in this Contract, fee simple title to the following described real property containing .383 acres, more or less (the "Real Estate"):

Legal Description: See **EXHIBIT "A"**.

Common Address: 14301 S. LaGrange Road, Orland Park, Illinois
PIN: 27-10-100-016

The Real Estate shall be conveyed to Buyer on an "AS-IS, WHERE-IS" basis without any representations or warranties of any kind, express or implied, either oral or written, made by the Village or any agent or representative of the Village with respect to the physical, environmental or structural condition of the Real Estate, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or with respect to the existence or absence of toxic or hazardous or petroleum materials, substances or wastes, in, on under or affecting the Real Estate. The Village makes no warranty or representation whatsoever other than as specifically set forth herein and disclaims any implied warranty regarding the fitness for a particular purpose, quality or merchantability of the Real Estate or any portion thereof. Buyer further acknowledges to the Seller that Seller understands that the Real Estate contained in the past and may currently contain toxic and hazardous substances and/or hydrocarbon substances and underground storage tanks and that there is impacted soil and groundwater on the Real Estate.

The Buyer agrees to purchase and accept the Real Estate in "AS-IS, WHERE-IS" condition and in so agreeing the Buyer acknowledges and represents that it has inspected or will inspect the Real Estate or has made or will make such due diligence investigations as it deems appropriate into the conditions affecting the Real Estate, including, without limitation, the environmental conditions described above. In so doing the Buyer represents that it has retained or will retain, at Buyer's sole cost and expense, such

experts and agents to assist in such inspection and investigation as it has deemed or will deem appropriate.

In agreeing to purchase the property "AS IS, WHERE-IS," and without representation or warranty, express or implied, the Buyer acknowledges and represents that Buyer has factored the "AS-IS, WHERE IS" condition of the Real Estate into the price, that Buyer has hereby agreed to pay for the Real Estate, and is satisfied with the same.

2. **RAZING OF BUILDING.** The Seller and Buyer agree that is in the best interests of the parties for the building located on the Real Estate to be razed. The Seller shall obtain all necessary permits and raze the building in accordance with all applicable local, state, and federal regulations prior to the Closing Date established pursuant to paragraph 5, below.

3. **PRICE.** The purchase price (the "Purchase Price") to be paid by Buyer to Seller is FOUR HUNDRED NINETY THOUSAND ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$490,175.00) subject to the provisions set forth in this Contract. In addition to the Purchase Price, the Buyer shall reimburse the Seller for all costs incurred by the Seller in the razing of the building located on the Real Estate up to a maximum amount of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00).

4. **EARNEST MONEY.** Buyer will deposit, or cause to be deposited, within five (5) business days the sum of \$10,000 as earnest money (the "Earnest Money Deposit") with Chicago Title Insurance Company, 171 N. Clark, 3rd Floor, Chicago, Illinois. The Earnest Money Deposit shall be held in an interest bearing escrow for the benefit of the parties, and shall be applied to the Purchase Price, plus or minus prorations at the time of Closing.

~~5. **CLOSING DATE AND PLACE.** The date and time of the Closing shall be on the first to occur of a) thirty (30) days following substantial completion of the planned 143rd Street and LaGrange Road intersection improvements, as such substantial completion is determined by the Seller in a written notice to Buyer, or (b) sixty (60) days after written notice is given by Seller to the Buyer that Seller has determined to close the sale; or on such later date, if any, which is made necessary by reason of Paragraph 11, or by agreement of the parties.~~

5. **CLOSING DATE AND LOCATION.** The Closing hereunder shall occur within forty-five (45) days after written notice by Seller to Buyer whereby Seller notifies Buyer that: (i) Seller, and Seller's contractors, have terminated the use of the Real Estate in connection with the 143rd Street and LaGrange Road intersection improvements, or otherwise; and (ii) that all equipment, supplies, etc. of Seller, or its contractors, shall be removed from the Real Estate on or before the Closing hereunder, or such later date, if any, which is made necessary by reason of Paragraph 11 below or by agreement of the parties. The Closing shall be at the Chicago Title Insurance Company Chicago Loop

office or at such other Chicago Title Insurance Company location mutually agreed to by Buyer and Seller. The Closing fees, if any, shall be shared equally by Seller and Buyer.

6. **POSSESSION.** Possession of the Real Estate shall be delivered to Buyer upon Closing.

7. **DEED.** Title to the Real Estate shall be conveyed to Buyer, by Seller's recordable Special Corporate Warranty Deed, with a proper Bill of Sale (if applicable), subject only to unpaid real estate taxes due and owing, and thereafter; easements, covenants, conditions and restrictions of record; and private, public and utility encroachments; roads and highways (collectively the "Permitted Exceptions"). The Deed will also state that possession of the Real Estate was delivered with its physical condition in AS-IS, WHERE-IS condition. Seller shall also execute and deliver, at Closing, any and all documents, in addition to the Special Corporate Warranty Deed, including an Affidavit of Title and Grantor/Grantee Statement (for transfer tax exemption purposes), reasonably requested either by the Buyer or the title insurer to consummate the sale and purchase provided for herein and to vest title in Buyer subject only to unpaid general real estate taxes and the Permitted Exceptions. The Real Estate is presently exempt from real estate taxes and said exemption shall terminate upon conveyance of title from Seller to Buyer.

8. **TITLE INSURANCE AND SURVEY.**

A. Title Insurance. ~~At least 45 days prior to the Closing Date established pursuant to paragraph 5, hereof. Included with the 45 day notice to close from Seller to Buyer under Paragraph 5 above,~~ Seller shall furnish to Buyer at Seller's expense a commitment from Chicago Title Insurance Company to issue a 2006 owner's title insurance policy, on the current Chicago Title Insurance Company form, in the amount of the Purchase Price covering the date hereof with full extended coverage over the general exceptions, subject only to: (1) the Permitted Exceptions set forth above in Paragraph 7; (2) 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 (an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller at closing); and (3) acts done or suffered by or judgments against Buyer, or those claiming by, through or under Buyer. If the title commitment discloses, unpermitted exceptions, the Seller shall have 30 days from the date of delivery thereof to have the exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by the exceptions (other than encroachments disclosed by survey) and the closing date shall be delayed, if necessary, during the 30 day period to allow Seller time to have the exceptions waived. If the Seller fails to have unpermitted exceptions waived or, in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, Buyer

may terminate the Contract or may elect, upon notice to the Seller within 10 days after the expiration of the 30 day period to allow Seller additional time to have the exceptions waived. If the Seller fails to have unpermitted exceptions waived, or, in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, Buyer may terminate the Contract or may elect, upon notice to the Seller within 10 days after the expiration of the 30 day period or any extended time period, to take the title in "AS-IS, WHERE-IS" condition. If the Buyer does not so elect, the Contract shall become null and void, without further action of the parties, and all monies paid by the Buyer hereunder shall be refunded. If the title commitment conforms with subparagraph 10.A, it shall be conclusive evidence of good title as to all matters insured by the policy.

B. Survey.

Within 45 days after the Effective Date, Seller shall, at its sole cost and expense, prepare, or cause to be prepared, and delivered to Buyer, a Plat of Survey prepared by a duly licensed Illinois land surveyor, certified by the surveyor as having been made in compliance with the Illinois Land Title Survey Standards, including ALTA certifications, and having all corners of the Real Estate staked. The survey shall indicate thereon the following:

- (i) The legal description of the Real Estate;
- (ii) The acreage of the Real Estate;
- (iii) The perimeter lot lines of the Real Estate;
- (iv) The location of any and all structures which are visible and located on the Real Estate, specifically including, but not limited to, any underground storage tanks of any size or condition whether in use or not;
- (v) All sewage, water, electricity, gas and other utility lines and facilities which are visible above ground and in place as of the date of the survey, noting specifically all encroachments on any part thereof of any adjoining improvements or structures;
- (vi) All curb cuts, roads and highways bordering on or contiguous to the Real Estate;
- (vii) The location of all easements affecting the Real Estate and other right-of-ways or covenants affecting the Real Estate which are capable of specific dimensions and locations, including all

recording document numbers for any recorded easements, restrictions or other documents; and

- (viii) Certifying whether any portion of the real estate is located within any designated flood plain or flood way area.

Seller shall deliver to Purchaser a copy of any existing survey(s) for the Real Estate in Seller's possession within fifteen (15) days of the Effective Date.

If the survey discloses any encroachments onto the Real Estate from any adjacent Real Estate, or any encroachments by or from the Real Estate onto any adjacent Real Estate, or any violation of any unrecorded building line, restriction or easement affecting the Real Estate, or any fact which would cause the Title Insurer to raise an exception to title regarding possible rights of third parties ("Survey Defects"), Seller shall have ten (10) days from the date of delivery thereof to have all Survey Defects removed from the survey and from the Title Commitment or to have the Title Insurer commit to insure against loss or damage that may be occasioned by such exceptions, and to deliver to Purchaser a revised survey and Title Commitment with such Survey Defects removed or insured against. If Seller fails to have the Survey Defects so removed or insured against within said ten (10) day period, Purchaser may elect to:

- (i) Terminate this Agreement, in which event the deposit and all interest earned thereon shall forthwith be returned to Purchaser and thereupon neither party shall have any further rights or obligations hereunder; or
- (ii) Accept the Real Estate subject only to those Survey Defects that have not been so removed or insured against.

9. **PRORATIONS.** All service contracts, utilities and other items that are customarily prorated shall be prorated as of the closing date. The parties acknowledge that as the Seller is a governmental entity, this transaction is exempt from any state, county or local real estate transfer tax pursuant to 35 ILCS 200/31-45.

10. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the date of this Real Estate Sales Contract, and also to be true and correct as of the Closing Date:

- A. **Title Matters.** Seller has good and marketable fee simple title to the Real Estate, all subject only to the Permitted Exceptions.
- B. **Violations of Zoning and Other Laws.** Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code, and Seller

represents that the current zoning classification for the Real Estate is BIZ General Business.

- C. **Pending and Threatened Litigation.** There are no pending or, to the best knowledge and belief of Seller, threatened matters of litigation, administrative action or examination, claim or demand relating to the Real Estate.
- D. **Eminent Domain.** There is no pending or, to the best knowledge and belief of Seller, contemplated eminent domain, condemnation or other governmental taking of the Real Estate or any part thereof.
- E. **Access to Real Estate, Easements and Utilities.** No fact or condition exists that would result in the termination or impairment of access to the Real Estate from adjoining public or private streets or ways or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services. The Real Estate is adjacent to and has full and free access to and from public streets, such that no private easements or agreements are necessary to afford access to or from the Real Estate.
- F. **Assessments.** There are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not been assessed and, to the best knowledge and belief of Seller, there are no special or general assessments pending against or affecting the Real Estate.
- G. **Authority of Signatories; No Breach of Other Agreements.** The execution, delivery and performance under this Contract is pursuant to authority validly and duly conferred upon Seller and the signatories. The consummation of this transaction and the compliance by Seller with the terms of this Contract do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under any other agreement, arrangement, understanding, accord, document or instruction by which Seller or the Real Estate is bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Real Estate are subject or bound.
- H. **Executory Agreements.** As of the closing date, Seller shall not be a party to, and the Real Estate shall not be subject to, any contract or agreement of any kind (including any service contracts), written or oral, formal or informal, with respect to the Real Estate, other than this Contract between the parties and any contracts entered into by Buyer as part of its current use of the Real Estate. Buyer shall not, by reason of entering into or

closing under this Contract, become subject to or bound by any agreement, contract, lease, license, invoice, bill, undertaking or understanding that it shall not have previously been a party to or agreed in writing to accept.

No person, corporation, entity, tenant, licensee or occupant has an option or right of first refusal to purchase, lease or use any portion of the Real Estate.

- I. **Mechanic's Liens.** To the best knowledge of Seller, all bills and invoices for labor and material of any kind relating to the Real Estate have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Real Estate. Seller agrees that it shall defend, indemnify and hold Buyer harmless from and against any mechanic's lien or other claim, judgment or award arising from or related to Seller's ownership of the Real Estate and work performed on or to the Real Estate by Seller or its agents, assigns, employees, contractor or any party retained by Seller to perform work on or to the Real Estate.
- J. **Governmental Obligations.** To the best knowledge of Seller, there are no unperformed obligations relative to the Real Estate outstanding to any governmental or quasi-governmental body or authority.
- K. **Section 1445 Withholding.** Seller represents that it 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 Buyer at Closing with the Exemption Certificate set forth in said Section.

11. **DEFAULTS AND CONDITIONS PRECEDENT TO CLOSING.** In all events, the obligations of Buyer to make the payments and to close this transaction are contingent upon: (i) title to the Real Estate being shown to be good and marketable as required by this Contract; (ii) the conditions precedent to closing provided for in this Contract being satisfied or, for any non-fulfilled condition(s), a waiver by Buyer in writing; (iii) the representations and warranties of Seller contained in Paragraph 140 and elsewhere in this Contract being true and accurate or waived by Buyer in writing as of the closing date; and (iv) Seller having performed all of its covenants and otherwise having performed all of its obligations and fulfilled all of the conditions required of it in order to close. If, before the closing date, the Buyer becomes aware of a breach of any of Seller's representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller in order to close, the Buyer may, at its option: (a) elect to enforce the terms by action for specific performance; or (b) attempt to cure such breach or failure by Seller for a period of up to 10 days following the contemplated closing date (Buyer, however, shall not be entitled to charge Seller for any costs incurred in doing so), and, following such attempt to, either: (1) terminate this Contract, or (2) proceed to close this transaction notwithstanding such breach or nonperformance. In all events, the Buyer's rights and

remedies under this Contract shall be limited to those express remedies at law or in this Paragraph 11. In the event of a default by the Buyer, Seller shall have the same rights and remedies identified above in this Paragraph 11 as are available to Buyer. The parties agree that no default of or by either party shall be deemed to have occurred unless and until written notice of any failure by the non-defaulting party has been sent to the defaulting party, and the defaulting party has been given a period of 15 days from receipt of the notice to cure the default.

12. **BINDING EFFECT.** This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, successor or future owners, agents, and/or successors in interest of any kind of the parties.

13. **BROKERAGE.** Each party represents and warrants to the other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party shall defend, indemnify and hold the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Contract. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other.

14. **NOTICES.** All notices shall be in writing and shall be deemed sufficient if (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the parties to this Contract at the addresses set forth below or at such other addresses as may be designated in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall be deemed received on the actual date of receipt of the facsimile, provided they are sent during normal business hours (9:00 a.m. to 5:00 p.m.) on Monday through Friday. Either party may change its address for notice purposes by giving notice to that effect in the manner set forth herein, provided such change of address shall not be deemed received until actual receipt by the addressee. Notices sent by or to Seller's attorney or Buyer's attorney shall constitute effective notice.

If to Seller:

Paul G. Grimes, Village Manager
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462

With a copy to:

Klein, Thorpe and Jenkins, Ltd.

15010 S. Ravinia Avenue, Suite10
Orland Park, Illinois 60462-5353
Attention: E. Kenneth Friker

If to Buyer:

Marquette Bank
10000 W. 151st Street
Orland Park, Illinois 60462
Attn: George Moncada, President

With a copy to:

Goldstine, Skrodzki, Russian, Nemecek and Hoff, Ltd.
835 McClintock Drive, 2nd Floor
Burr Ridge, Illinois 60527-0860
Attn: Richard J. Skrodzki

Either party may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other party in the same manner as all other notices are required to be delivered.

15. **RIGHT OF WAIVER.** Each and every condition of the Closing other than the Buyer's duties at Closing is intended for and is the sole and exclusive benefit of Seller. Accordingly, Seller may at any time and from time to time waive each and any condition of Closing, without waiver of any other condition or other prejudice of it rights. Waiver by Seller shall, unless otherwise provided, be in writing signed by Seller and delivered to Buyer.

16. **DISCLOSURE OF INTERESTS.** In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Contract by the parties, the Buyer or its owner, authorized trustee, corporate official or managing agent shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who shall obtain any interest, real or personal, in the Real Estate, and every shareholder entitled to

receive more than 7 ½ % of the total distributable income of any corporation after having obtained title to the Real Estate, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the Buyer or its managing agent that there is no readily known individual who shall obtain a greater than 7 ½ % interest, real or personal, in the Real Estate after the transaction contemplated by this Contract is consummated. The sworn affidavit, attached hereto as **EXHIBIT "B"** and made a part of this Contract, shall be signed by the Buyer. The affidavit shall be updated, as necessary, prior to the Closing of the transaction contemplated by this Contract.

17. **CONDITION OF THE PROPERTY.** The Seller shall sell and the Buyer agrees to purchase and accept the Real Estate in "AS-IS, WHERE-IS" condition, including any environmental conditions associated with the same.

18. **ENVIRONMENTAL MATTERS.** The Buyer shall have the right for a period of sixty (60) days after the Effective Date as defined in paragraph 21, below, to select and retain the environmental and other consultants to examine and inspect the physical condition of the Real Estate (including the groundwater), to conduct a site assessment and to perform any environmental and engineering investigation or testing it deems necessary and appropriate (the "Environmental Assessment"). Seller hereby grants and will cause any tenants to grant to the Buyer and its consultants, their employees, agents, subcontractors, and representatives, authorization to enter upon the Real Estate to conduct the environmental and engineering investigation. Seller shall provide to the Buyer and its employees, agents, representatives and consultants full and complete access to the Real Estate (including the groundwater).

Buyer shall indemnify Seller for any injury or damages resulting from the acts or omissions of Buyer during Buyer's testing of the Real Estate. Unless closing does not occur because of Buyer's election to terminate this Agreement or unless waived by Seller, Buyer shall after its testing restore the Real Estate to the condition it was in prior to Buyer's testing of the Real Estate.

The Buyer agrees that it is taking possession of the Real Estate in "AS-IS, WHERE-IS" condition. In addition, the Buyer shall not use, generate, transport, store, dispose of or release any hazardous substance, material, contaminant or pollutant, as defined by any federal or state environmental laws ("Hazardous Materials"), in, under, on or about the Real Estate. The Buyer, at its costs, shall remediate any hazardous substance, contaminant or pollution or other dangerous environmental condition that it (or its employees, agents or contractors) creates or causes with respect to the Real Estate, in accordance with all federal, state, county and local applicable laws and regulations. The term "Hazardous Materials" in addition shall include any substance, material or waste that is or becomes regulated by any local governmental authority, the State of Illinois or the United States government, including but not limited to, any material or substance that is: (a) petroleum or a petroleum-based substance; (b) asbestos; (c) polychlorinated biphenyls; (d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* (33 U.S.C. 3121) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1371); (e) defined as a "hazardous waste"

pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6901); or (g) subject to regulations as a hazardous chemical substance pursuant to Section 6 of the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (15 U.S.C. Section 2605). The Buyer shall indemnify and hold the Seller, and its agents, harmless against any claim, suit, loss, liability or damage, including attorney's fees and expenses incurred by the Seller, and its agents, in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any hazardous substance, material, contaminant or pollutant in, under, on or about the Real Estate that is caused to be present on, or brought to the Real Estate, by the Buyer during the Environmental Assessment period or after closing. Buyer shall notify Seller of any chemicals that might be needed to facilitate Seller's business.

Upon closing, as between Seller and Buyer, Buyer shall have the sole and exclusive responsibility for complying with any and all federal, state and local laws, statutes, ordinances, rules, regulations and other requirements pertaining to all the underground storage tanks and past releases from any underground storage tank, including but not limited to, any requirements for the removal of the underground storage tanks, and remediation of any and all releases from or otherwise associated with the underground storage tanks that exist or may have existed on the Real Estate (including the clean up and all remedial activities of any kind). The Seller shall have no responsibility to Buyer, or to Buyer's grantees, agents, employees, invitees, guests, contractors, successors or assigns or any other person or entity for the assessment, monitoring, remediation, or presence of contamination on or at the Real Estate, and Seller agrees that from and after the closing date, Buyer agrees to hold the Seller harmless from any and all liability and shall not bring any claim, or make any demand, on the Seller, in a court of law, or otherwise for damages, reimbursement, contributions, indemnification or otherwise relating to contamination on, at or migrating from or through the Real Estate. It is the specific purpose of this Paragraph that the Seller shall have no responsibility for or obligation to the Buyer to remediate any environmental condition that currently exists on the Real Estate, known or unknown, after the conveyance of fee simple title to the Real Estate to Buyer or under any other circumstances arising out of or relating to this agreement, the parties agreeing that Buyer is purchasing the Real Estate in an "AS-IS, WHERE IS" condition, and Seller shall not be liable to Buyer for any diminution in the value of the Real Estate, lost profits or rents or any other loss or business damages or business interruption, nor for any loss of any kind which Buyer suffered or would have suffered because of the presence of environmental contamination on, at or under the Real Estate.

The obligations, responsibilities and provisions of this Paragraph 18 shall survive the closing and the delivery of the deed.

19. **EXHIBITS.** True and correct copies of the attached Exhibits are attached hereto and made a part of this Contract and are identified as follows:

- A. **Exhibit "A"** – Legal Description of the Real Estate
- B. **Exhibit "B"** – Disclosure Affidavit

20. **MISCELLANEOUS.**

- A. Time is of the essence of this Contract.
- B. Wherever the time for performance under this Contract falls upon a Saturday, Sunday or legal holiday, time for performance shall be extended to the next business day.
- C. This Contract provides for the purchase and sale of real property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, the applicable statutory and common law of the State of Illinois shall govern this Contract, and all questions of interpretation, construction and enforcement. The parties agree that for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the *in personam* jurisdiction of the Court for any action or proceeding.
- D. Except for the covenants, warranties, representations and remedy provisions contained in Paragraphs 10 and 11, which expire 365 days after the closing date, the terms, provisions, warranties and covenants shall survive the Closing and the delivery of the deeds and other instruments of conveyance, and this Contract shall not be merged therein but shall remain binding upon and for the parties until fully observed, kept or performed.
- E. The captions at the beginning of several paragraphs, respectively, are for convenience in locating the context, but are not part of the context.
- F. In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected and each remaining provision shall continue in full force and effect.
- G. This Contract and the Exhibits attached or required, embody the entire contract between the parties with respect to the Real Estate and supersede any and all prior agreements and understandings, whether written or oral, formal or informal. No extensions, changes, modifications or amendments to this Contract shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.
- H. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.
- I. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach.
- J. The parties warrant and represent that the execution, delivery or and performance under this Contract is pursuant to authority, validity and duly

conferred upon the parties and signatories. The Buyer warrants and represents that it is an Illinois banking corporation in good standing with the proper authority to execute this Contract.

K. In construing this Contract and/or determining the rights of the parties, no one party shall be deemed to have drafted or created this Contract, or any portion.

21. **EFFECTIVE DATE.** This Contract shall be deemed dated and become effective as of the date of the last signatory below, which shall be the date on the first page of this Contract.

IN WITNESS WHEREOF, the Village of Orland Park, an Illinois municipal corporation, pursuant to authority granted by the adoption and approval of a Resolution by its President and Board of Trustees, has caused this Contract to be executed by its Village President and attested by its Village Clerk and the _____ of Marquette Bank, an Illinois banking corporation, has signed this Contract, as the authorized agent for the Buyer.

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

MARQUETTE BANK,
an Illinois banking corporation

By: _____
Daniel J. McLaughlin
Village President

By: _____
George Moncada
President

Date: _____

Date: _____

ATTEST:

By: _____
Village Clerk

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

THE WEST 200 FEET OF THE NORTH 200 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88 DEGREES 12 MINUTES 11 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 200.00 FEET TO THE EAST LINE OF THE WEST 200 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 38 MINUTES 33 SECONDS EAST ALONG SAID EAST LINE, 50.00 FEET TO THE SOUTH LINE OF 143RD STREET (100-FEET WIDE) FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 38 MINUTES 33 SECONDS EAST ALONG SAID EAST LINE, 14.00 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 11 SECONDS WEST ALONG A LINE 64.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, 91.84 FEET; THENCE SOUTH 44 DEGREES 06 MINUTES 13 SECONDS WEST, 48.13 FEET TO A LINE 74.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF 96TH AVENUE (LA GRANGE ROAD); THENCE SOUTH 00 DEGREES 49 MINUTES 57 SECONDS EAST ALONG SAID PARALLEL LINE, 102.52 FEET TO THE SOUTH LINE OF THE NORTH 200 FEET OF THE WEST 200 FEET OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 12 MINUTES 11 SECONDS WEST ALONG SAID SOUTH LINE, 24.00 FEET TO THE EAST LINE OF 96TH AVENUE (LA GRANGE ROAD 100-FEET WIDE) TAKEN FOR RIGHT-OF-WAY PURPOSES PER DOCUMENT RECORDED SEPTEMBER 24, 1928 AS NUMBER 10165682; THENCE NORTH ALONG SAID EAST LINE OF 96TH AVENUE THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) NORTH 00 DEGREES 49 MINUTES 57 SECONDS WEST, 125.02 FEET; 2) ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST AND NONTANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 25.00 FEET, HAVING A CHORD BEARING OF NORTH 43 DEGREES 16 MINUTES 49 SECONDS EAST, 39.33 FEET TO SAID SOUTH LINE OF 143RD STREET (100-FEET WIDE) BEING A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88 DEGREES 12 MINUTES 11 SECONDS EAST ALONG SAID SOUTH LINE OF 143RD STREET, 125.01 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 0.383 ACRES, MORE OR LESS.

EXHIBIT "B"
DISCLOSURE AFFIDAVIT

State of Illinois)
)SS.
County of Cook)

THE BUYER MUST SIGN THIS AFFIDAVIT

I, _____, reside at _____ in the City/Town/Village of _____, County of _____, State of _____, being first duly sworn and having personal knowledge of the below facts swear to the following:

1. That I am over the age of eighteen and the (choose one) _____ (i.e., owner, authorized trustee, corporate official or managing agent of Marquette Bank ("Buyer")).
2. That the Property in question has a common street address referred to as 14301 S. LaGrange Road in the Village of Orland Park, County of Cook, State of Illinois, and with a property index number 27-10-100-016.
3. That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Contract for Sale of Property between the Buyer and the Village, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Property, and every shareholder who will be entitled to receive more than 7 ½ % of the total distributable income of any corporation having any interest, real or personal, in the Property after this transaction is consummated.
4. As the owner, authorized trustee, corporate official or managing agent, I declare under oath that (choose one):

(a) The owners or beneficiaries of the trust are:

or

(b) The shareholders with more than 7 ½ % interest are:

or

(c) The corporation is publicly traded and there is no readily known individual having greater than a 7 ½ % interest in the corporation.

5. This instrument is made to induce the Village to sell the Property to the Buyer in accordance with 50 ILCS 105/3.1.

Affiant

Subscribed and sworn to before me this ____ day of _____, 200__.

My commission expires: _____

Notary Public