DE KALB COUNTY TAX AGENT

141 ST. ANDREWS AVENUE
P.O. BOX 96
EDWARDSVILLE, ILLINOIS 62025
(618) 656-5744
FAX# : (618) 656-5094
www.iltaxsale.com

August 12, 2016

Town of Cortland
P.O. Box 519
Cortland, IL 60112-0519

RECEIVED
8-16-16

RE: Item# : 0816064C
Parcel# : 09-17-384-011

Dear Sir or Madam:

Thank you for your participation in the De Kalb County Surplus Property Sealed Bid Auction. You submitted the winning bid. We are enclosing a copy of your purchase contract and a receipt for your funds.

For your protection, you may wish to obtain (at your expense) title insurance in conjunction with your purchase. If you so desire, please do so as soon as possible since we will begin the process of conveying the property to you within the next 30 days unless you request that we delay the conveyance.

It takes approximately 90 days to complete deed processing. We will deed the property to the name and address shown on the purchase contract unless we hear otherwise from you. If you have any questions, please contact our office.

Sincerely,

Auction Department

Enclosure

De Kalb COUNTY TAX AGENT

141 St. Andrews Ave
P.O. Box 96
Edwardsville, IL 62025
Phone: (618) 656-5744
Fax: (618) 656-5094
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August 12, 2016

Dear De Kalb County Purchaser,

Enclosed herewith is a Purchaser Acknowledgement for your recent successful sealed bid purchase offer through the De Kalb County Surplus Auction Sale.

As disclosed in the catalog, there are certain obligations that will accompany your purchase of property in the Special Service Area.

Please sign and return the enclosed acknowledgement as soon as possible so as to not delay the processing of the transaction.

Sincerely,

Bill Krieger
Auction Sale Manager

IMPORTANT

SPECIAL CONDITIONS

Affects the following items:

007C thru 009C
023C thru 076C

"The above items may be subject to **Special Service Area** assessments becoming due subsequent to the Seller's acquisition of these items, and any sale of the above items will be subject to all such assessments. Purchaser should consult with the levying authority for assessment amounts and other details."

See next page for "Purchaser Acknowledgment" that Purchasers of the above items will be required to sign and which will become part of the Purchase Contract governing the sale and purchase of any of the above items.

Purchaser Acknowledgment

De Kalb County Parcel No.: 09-17-384-011

De Kalb County Surplus Property Auction Item No.: 0816064C

The undersigned Purchaser acknowledges that the real property identified above may be subject to **Special Service Area** assessments which remain unpaid as of the date hereof, and that any sale of said property by De Kalb County, As Trustee (For Taxing Districts), will be subject to all such assessments as well as all assessments becoming due after the date hereof, and that the undersigned Purchaser will satisfy the same and hold De Kalb County, As Trustee (For Taxing Districts) harmless thereon.

The undersigned Purchaser further acknowledges that Purchaser has consulted with the governmental authority levying such assessments, and understands the existing and future liabilities and other issues associated with the Special Service Area and the assessments thereof, all of which will affect title to the said real property and may be enforced against the owner thereof.

This Acknowledgement is subscribed concurrently with, and is a part of, the BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID entered into between De Kalb County, As Trustee (For Taxing Districts), and the undersigned Purchaser on the date hereof.

Russell C Stokes
Purchaser

Purchaser

9-1-2016
Date:

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

0816

Item # 064C
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

DE KALB County, as Trustee hereinafter referred to as **"SELLER"**

SUBJECT PROPERTY:
(Identified by Tract or Permanent Parcel ID#) 09-17-384-011

Date of Bid: August 5, 2016

Bid: $ 650.00

MINIUMUM BID IS $650.00

Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.

PURCHASER(S): *(PLEASE PRINT)*
Town of Cortland

Hereinafter referred to as **"PURCHASER"**

MAILING ADDRESS: PO Box 519
Cortland, IL 60112-0519

PHONE NUMBER: (815) 756-9041

Email: townclerk²cortlandil.org

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Title/Survey. SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

Property Condition. PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES.

Purchaser Acknowledgment. The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

Acceptance Date: 8/12/16

SELLER: Kim Weidhaber

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

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Possession. PURCHASER shall not enter the subject property or any structure thereon or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time before recording of the deed to PURCHASER. PURCHASER shall, at PURCHASER'S expense maintain the subject property in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

Transfer of Title. SELLER will quitclaim its interest in the subject property, as directed herein, approximately 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2017.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract.

Failure to Complete Purchase. IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

Right of Rescission. UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

rev 8/15

Purchaser Signature(s)

X Russell C Stokes
Russell C Stokes, Mayor

X

DE KALB COUNTY TRUSTEE PAYMENT ACCOUNT
c/o County Delinquent Tax Agent
P.O. Box 96
Edwardsville, Illinois 62025
(618)656-5744 (800)248-2850

Date: **08/12/2016**

Received From **Town of Cortland**
P.O. Box 519
Cortland, IL 60112-0519

Amount **$ 650.00**

Six hundred fifty dollars only

Item #	Price	Deposit
0816064C	$600.00	$650.00

Fund Type	Amount
Check	650.00

No: 68928

Rec'd By KW