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Cook County Recorder 31.00

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FIRST AMENDMENT TO OPTION AGREEMENT

This First Amendment o Option Agreement is made and entered into as of the day of February, 2000 (this "First Amendment"), by and between VILLAGE OF BROADVIEW, a municipal corporation ('Optionor'), and GEORGE D. HANUS, not personally but as trustee of Aetna Trust ("Op'10'1ee").

- A. Optionor and Optionee entered into that certain Option Agreement dated July 16, 1998 (the "Option Agreement"), pursuant to which Optionor granted to Optionee an option to purchase certain real estate located at the southwest corner of 16th Avenue and Roosevelt Road, Broadview, Cook County, Illinois (the "Original Property") in accordance with the terms and conditions of the Option Agreement
- B. Pursuant to that certain Settlement Agreement dated February 2, 2000 which binds each of Optionor and Optionee, Optionor is conveying a portion of the Original Property (the "Library Parcel") to the Broadview Public Library District (the "Library District").
- C. Optionee consents to the conveyance of the Library Parcel to the Library District.
- D. Therefore, the parties hereto desire to amend the Option Agreement to reflect the conveyance of the Library Parcel by Optionor to the Library District.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and the payment of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto hereby agree as follows:

- 1. <u>Recitals, Capitalized Terms</u>. The foregoing recitals are acknowledged to be accurate and are incorporated herein by reference. Capitalized terms used in this First Amendment which are not otherwise defined herein shall have the meanings given to such terms in the Option Agreement.
- 2. The Subject Property. Effective the date hereof, the legal description set forth in Exhibit "A" of the Option Agreement is deleted and replaced with the legal description set forth in Exhibit "A" attached to this First Amendment and by this reference made a part hereto, which legal description describes the portion of the Original Property remaining after the Library Parcel is conveyed to the Library District, and which real property shall be the "Subject Property" for all purposes of the Option Agreement.
- 3. Optionee Consent. Pursuant to Paragraph 8(a)(ii) of the Option Agreement, Optionee hereby consents to the conveyance of the Library Parcel by Optionor to the Library District.
- 4. <u>Conflict or Irconsistency</u>. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this First Amendment, the provisions of this First Amendment shall control.
- 5. <u>Binding Effect</u>. All the terms and conditions of this First Amendment are hereby made binding upon the executors, heirs, 2dministrators, successors and permitted assigns of both parties hereto.
- 6. <u>Counterparts</u>. This First Amendment rusy be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.
- 7. <u>Ratification of Option Agreement</u>. Except to the extert expressly modified by the terms of this First Amendment, the Option Agreement remains unmodified and in full force and effect.

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The parties hereto have hereunto set their hands and seals the day and year first above written.

> VILLAGE OF BROADVIEW, a municipal corporation

By:

Village President

Attest:

Droponty Or Cook GEORGE D. HANUS, not personally but solely as Trustee of the Aetna Trust

Maine:

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STATE OF Illunol) ss.

I, Susan L. Jantorni , a Notary Public in and for said County, in the State aforesaid, do hereby certify that Henry Vicenik , and Michael C. Kaminski , personally known to me to be the President and the Village Clerk, respectively, of the Village of Broadview, a municipal corporation, and personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as the President and the Village Clerk of said municipal corporation, pursuant to authority given by said municipal corporation, as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 200 day of February, 2000.

Notary Public

OFFICIAL SEAL
SUSAN L. JANTORNI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-17-2002

STATE OF Alleron) COUNTY OF Cool) ss.

I, More H. Page, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George D. Hanus, personally known to me to be the Trustee of Aetna Trust, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as trustee of said trust, as his free and voluntary act and as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

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EXHIBIT A

Legal Description

Lot 15 (except the South 126 feet thereof) in Broadview, a Subdivision of the North East Quarter (1/4) of Section 22, and the East Half (1/2) of the North West Quarter (1/4) of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

Southwest corner of 16th Avenue and Roosevelt Road, Broadview,

Illinois

PIN:

15-22-200-026-0000 Of Coof County Clark's Office

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