. This document was prepared by and following recording shall be returned to:

'Glenn A. Browne, Esq., Braun, Browne & Associates, P.C. 300 Saunders Road Suite 100 Riverwoods, Illinois 60015

Doc#: 0533950063 Fee: \$92.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 12/05/2005 04:42 PM Pg: 1 of 35

Property Address:

8900 N. Central Park Skokie, Illinois 6007c

PIN: 10-14-415-011

Legal Description: Lot 478 in Swenson Brothers 3rd Addition To College Hill Addition To Evanston Being A Subdivision In The

Southwest 1/4 Of The Southeast 1/4 Of Section 14. Township 41 North, Range 13 East Of The Third Principal Meridian, In Cook County, Illinois

AGREEMENT

This AGREEMENT ("Agreement") is reade and entered into as of the 21" day of March 2005, by and between Shore Community Services, Inc., an Illinois not for profit corporation ("Shore") and Jack R. Glasser, an individual ("Glasser").

RECITAL:

WHEREAS, among other businesses, Shore is in the business of managing residences for disabled adult persons each of which residence is known as a Community Integrated Living Arrangement ("CILA"); and

WHEREAS, Glasser owns a residence with a common street address of 8900 Central Park located in Skokie, Illinois ("Residence") which Glasser desires to donate to Shore for the purpose of the Residence to be utilized as a CILA upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS

Donation of Residence. Upon the completion of the following conditions to the 1. satisfaction of Glasser, Glasser shall donate the Residence to Shore, subject to the terms and conditions set forth herein, pursuant to a Warranty Deed in substantially the form set forth in the document attached hereto and marked for identification as Exhibit A:







- A. Condition 1, Residence qualifies as a CILA. The date Shore delivers documentation to Glasser, in form satisfactory to Glasser, evidencing that the Residence may be used as a CILA and is eligible for those benefits so provided to a CILA by the State of Illinois to accommodate at least three (3) Residents (as herein defined).
- B. Condition 2, Shore Approved to Manage the Residence as a CILA. The date Shore delivers documentation to Glasser, in form satisfactory to Glasser, evidencing that Shore has been authorized by the State of Illinois to manage the Residence as a CILA.
- C. Condition 3, Three (3) Residents Approved to reside in the Residence. The date Store delivers documentation to Glasser, in form satisfactory to Glasser, evidencing that the State of Illinois (or its designated agency) has approved at least three (3) individuals with developmental disabilities to reside in the Residence as a CILA (each such individual so approved is herein referred to as a "Resident"), one of which must be Laura T. Glasser, an individual resident of Skokie, Illinois ("Laura") and that such Residents will reside in the Residence upon the completion of the Renovations (as such term is herein defined).
- 2. Renovations to Residence. The Residence shall require certain renovations to accommodate the Residents. The parties acknowledge that the renovations that will be made to the Residence shall be limited to toose required to be made to the Residence in order to satisfy the minimum requirements of the State of Illinois Office of Developmental Disabilities CILA Rates Unit ("Kenovations").

3. Shore's Obligation for Renovations.

Fund Raising. Shore shall use its best efforts to obtain all of the funding Α. (which may be received in various forms, including morey, property or other considerations, and may be received as donations or otherwise, all or which, for purposes hereof, are collectively referred to herein as "funding" needed for the Renovations as well as the funding for the Personal Property, the Vehicle and the Operating Shortfall (as such terms are herein defined in Paragraphs 5, 6, and The parties acknowledge that funding for the 7, hereof, respectively). Renovations, Personal Property, Vehicle and Operating Shortfall may be available from many different sources and through a variety of different programs and/or grants. The sources for funding include but are not necessarily limited to the Federal Government, the State of Illinois (which shall include Shore making application for all amounts available pursuant to that certain document issued by the Illinois Department of Human Services Office of Developmental Disabilities Bureau of Community Reimbursement CILA Rates Unit entitled "Community Integrated Living Arrangement (CILA) Individual Rate Determination Model - User Guide, Cost Center Definitions and

Reimbursement Levels, Revised January 2002," excerpts of which are attached hereto and marked for identification as Exhibit B herein sometimes referred to as "CILA Reimbursement Levels"), Cook County, the local village or city in which the Residence is located (i.e., the Village of Skokie), and various individuals, trusts, corporations for profit, corporations not for profit and other benefactors, previous or potential, of Shore (collectively referred to as "Outside Sources").

- B. Renovations Budget. Shore, at its expense, shall develop a budget for the Renovations ("Renovations Budget"). Shore shall submit the Renovations Fudget to Glasser for his review and approval. The Renovations Budget, as approved by Glasser, is herein referred to as the "Approved Renovations Budget." As described later in this Agreement, to the extent funding from Outside Scorces is not obtained for the Approved Renovations Budget, Glasser will, subject to the terms below, advance the funding required for the Approved Renovations Budget ("Renovations Advance"). However, Shore shall reimburse Glasser for the Renovations Advance to the extent of any amounts received by Shore from Outside Sources.
- C. Oversight of Renovations. Shore shall supervise, manage and be responsible for the installation of the Renovations.
- 4. Glasser's Obligations for Renovations. In the event funds are needed for the Renovations, to the extent set forth in the Approved Renovations Budget, at a time when the necessary amounts for same are not available to Shore, Glasser will, subject to the terms of this Agreement, advance the balance of the funding so required for the Approved Renovations Budget ("Renovations Advance").
- 5. Personal Property. The Residence will require certain personal property, such as furniture, appliances, and equipment ("Personal Property"). Chore, at its expense, shall develop a budget for the Personal Property ("Personal Property Budget"). Shore shall submit the Personal Property Budget to Glasser for his review and approval. Once approved by Glasser ("Approved Personal Property Budget") to the extent funding from Outside Sources is not available for the Approved Personal Property Budget, Glasser will, subject to the terms below, advance the funding required for the Approved Personal Property Budget ("Personal Property Advance"). Any money Shore may receive from Outside Sources shall be paid to Glasser as reimbursement for the Personal Property Advance.
- 6. <u>Vehicle.</u> In connection with the initial occupancy of the Residence by the Residents, Shore will determine if it needs to obtain a vehicle other than those available to the Residents by public or quasi-public agencies and/or authorities (e.g. PACE, MEDICAR, etc.) dedicated solely to service the transportation needs of the Residents ("Vehicle"). Shore shall develop a budget for the Vehicle ("Vehicle Budget"). Shore

shall submit the Vehicle Budget to Glasser for his review and approval. Once approved by Glasser ("Approved Vehicle Budget"), to the extent funding from Outside Sources is not available for the Approved Vehicle Budget, Glasser will, subject to the terms below, advance the funding required for the Approved Vehicle Budget ("Vehicle Advance"). Any money Shore receives from Outside Sources shall be paid to Glasser as reimbursement for the Vehicle Advance.

Operating Shortfall. It is acknowledged that for the period of time commencing with 7. the date Laura initially occupies the Residence as a CILA until the date that the Residence is fully occupied by at least four (4) Residents, in addition to Laura (i.e., a total of five (5) Residents), there may be a shortfall between the revenues received from Outside Scarces and the costs of operating the Residence as a CILA ("Operating Shortfall). Store desires for Glasser to contribute to the Operating Shortfall. Glasser will only contribute to the Operating Shortfall to the extent, prior to Laura's initial occupancy of the Residence as a CILA, Shore prepared and submitted to Glasser a budget for all of the expenses to be incurred to operate the Residence as a CILA on a day to day basis, presented as a monthly and annual budget ("Operating Budget"). Once approved by Glasser ("Approved Operating Shortfall"), to the extent revenues received from Outside Sources are less than the Approved Operating Budget ("Approved Operating Shortfalf"), Glasser will, subject to the terms below, advance the funding required to make up the Approved Operating Shortfall ("Shortfall Advance"). Any money Shore may receive from Outside Sources shall be paid to Glasser as reimbursement for the Shortfall Advance.

8. Contingent Obligation of Shore.

- A. Purchase Price of the Residence. The total amount paid and incurred by Glasser in the purchase of the Residence, including but not limited to amounts paid to the seller of the Residence, as well as amounts paid to title companies, surveyors, brokers, the State of Illinois, county and local governing authorities, all professional fees and other miscellaneous expenses in connection with the purchase of the Residence shall be deemed to be part of the purchase price of the Residence ("Purchase Price of the Residence"), as set forth in Exhibit D, attached hereto and made a part hereof.
- B. Repayment of Amount. If Laura, for whatever reason (other than death which in such case shall be subject to the terms of Paragraph 9, and other than if Shore ceases to provide the services contemplated under this Agreement and/or the Residents of the Residence, e.g., Shore ceases to exist as an entity, which in such case shall be subject to the terms of Paragraph 11), ceases to be a Resident of the Residence, Shore shall pay Glasser the following sum of money within twenty-four (24) months following the date Laura ceases her residency at the Residence:

- (i) The Purchase Price of the Residence, reduced by the amount obtained when dividing the Purchase Price by 47.5 [i.e., Purchase Price (Purchase Price/47.5)] multiplied by the number of full calendar years Laura resided in the Residence; plus
- (ii) The Renovations Advance, reduced by the amount paid to Glasser as reimbursement for the Renovations Advance; plus
- (iii) The Personal Property Advance, reduced by the amount paid to Glasser as reimbursement for the Personal Property Advance; plus
- (iv) The Vehicle Advance, reduced by the amount paid to Glasser as reimbursement for the Vehicle Advance; plus
- (v) The Shortfall Advance, reduced by the amount paid to Glasser as
- (vi) Any other amounts advanced and/or paid by Glasser to the extent not reinflursed to Glasser (for purposes hereof, the amount obtained in tems (i) through (vi) is sometimes referred to as the "Repayment Arrount"); plus
- (vii) Interest at the annual rate of eight percent (8%) on the Repayment Amount computed from the date Laura ceases to reside in the Residence until the date Glasser receives the entire Repayment Amount. Provided however, if the Repayment Amount has not been paid in full within said twenty-four (24) month period, then interest shall accrue at the rate of twelve percent (12%) on the unpaid portion of the Repayment Amount commencing on the date Laura ceased to occupy the Residence until Glasser receives the entire Repayment Amount.
- 9. <u>Lapse of Contingent Obligation of Shore</u>. If Laura resides in the Residence until her death, none of the Repayment Amount shall be due and owing to Glasser.
- by Shore in connection with the Residence, including but not limited to, the Renovation, Personal Property, Vehicle, and/or Operating Shortfall, shall first be paid to Glasser for amounts so expended by Glasser as of such date (except the Purchase Price of the Residence), including but not limited to the Renovations Advance, Personal Property Advance, Vehicle Advance, the Shortfall Advance and any other amount paid by Glasser for and/or in connection with the Residence. Any amounts received in excess of said amounts shall be held by Shore solely and exclusively for any and all expenses and/or capital improvements required to be made to the Residence.

For the period from the date of this Agreement through June 30, 2007, twenty (20) days following the end of each calendar quarter (i.e., March, June, September and December), beginning with the calendar quarter ending June 30, 2005, Shore shall deliver to Glasser: (i) a statement, in form satisfactory to Glasser, certified by an officer of Shore, therein detailing any funds received by Shore in connection with the Residence, the application of said funds and the balance due Glasser as of the end of the immediately preceding calendar quarter (herein referred to as a "Certified Reimbursement Statement") and (ii) a payment, if any, in the amount that corresponds with the amount set forth on the Certified Reimbursement Statement as being received by Soore in connection with the Residence for said period. For the period beginning July 1, 2007 and continuing until Shore has fully reimbursed Glasser for all amounts so expended v, Glasser in connection with the Residence, as described above, twenty (20) days following he end of Shore's fiscal year (i.e., Shore's fiscal year ends on June 30; as a result on July 20, for the immediately preceding fiscal year beginning July 1 and ending the following June 30 which for the fiscal year beginning July 1, 2007 and ending June 30, 2008 shall be issued by July 20, 2008) Shore shall deliver to Glasser: (i) the Certified Reimbursement Statement and (ii) a payment, if any, in the amount that corresponds with the amount set forth on the Certified Reimbursement Statement as being received by Shore in correction with the Residence for said period.

- 11. Shore's Cessation of Management Recidence. Notwithstanding anything contained in this Agreement to the contrary, in the event for whatever reason (subject however to the terms of Paragraph 9 of this Agreement), Shore ceases to provide the services contemplated under this Agreement and/or the Residents of the Residence, then, immediately upon such occurrence, the ownership of the Residence shall revert to Glasser.
- 12. Authority/Approval. The parties executing this Agreement represent and warrant to the other that each has the authority to so bind the entity or individual, as the case may be, to the terms of this Agreement. In addition, the party executing this Agreement on behalf of Shore represents and warrants to Glasser, upon which Glasser relies, that such party has the absolute authority to enter into this Agreement on bel alf of Shore and that by doing same, Shore shall be absolutely bound by its terms, covenants, conditions and agreements contained herein. To further evidence Shore's agreement to be bound and subject to the terms of this Agreement and to further evidence the authority of the person signing this Agreement possess the authority to bind Shore to the terms hereof, attached hereto and marked for identification as Exhibit C is a certified copy of the resolution issued by the Shore Board of Directors therein evidencing its approval of Agreement and granting its authority to the person signing this Agreement to so execute this Agreement on behalf of Shore.
- 13. Mutual Benefit. The parties acknowledge that they have entered into this Agreement for their mutual benefit in good faith and that the terms of this Agreement will be complied with in good faith and reasonableness.

OFFICIAL CO

Notices. All notices required or permitted hereunder shall be in writing and shall be 14. deemed to be properly given when: (i) personally delivered to the party entitled to receive the notice, or (ii) sent by certified or registered mail, return receipt requested, postage prepaid, properly addressed to the party entitled to receive such notice at the address stated below; or (iii) sent by a reputable overnight courier service (charges prepaid) properly addressed to the party entitled to receive such notice at the address stated below.

If to Shore, to:

Shore Community Services, Inc.

4232 Demoster Street Skokie, Illinois 60076

Attn: Jerry Gulley, Executive Director

Phone: (847) 982-2030 ext. 22

Fax: (847) 982-2039

Joseph Ox Cook C With a copy to:

Harold Berg, Esq. 5215 Old Orchard Road

Suite 150

Skokie, Illinois 60077 Phone: (847) 965-8282

Fax: (847) 965-8299

If to Glasser, to:

Jack R. Glasser

854) Sleeping Bear Road Skokic, Illinois 60076 Phone: (212) 879-0730

Fax: (312) 879-0731

With a copy to:

Sheldon Braun, Lsq.

Braun, Browne & Associates, P.C. 300 Saunders Road, State 100

Riverwoods, Illinois 60015

Phone: (847) 940-8800

Fax: (847) 940-8850

All such notices, demands or other communications will be deemed to have been given upon the first to occur of (a) actual receipt by the recipient, (b) three (3) business days following the sending of such notice in accordance with item (ii) above, or (c) one (1) business day following the sending of such notice in accordance with item (iii) above. Any party may change their address for notice by notice as herein provided to all other parties to this Agreement.

- Survival and Indemnity. All representations, warranties, covenants, obligations and agreements of the parties herein shall survive the execution of this Agreement. Each party hereto (for purposes of this sentence, such applicable party is referred to as an "Indemnifying Party") will indemnify the other (for purposes of this sentence, such applicable party is referred to as an "Indemnified Party") and hold the Indemnified Party harmless from and against all damages, liabilities, loss, expense (including reasonable attorneys' fees) and costs resulting from or arising out of the breach by the Indemnifying Party of any of its representations, warranties, covenants, obligations or agreements contained herein.
- 16. Costs of Enforcement of Agreement. In the event any action or proceeding is brought by any party to enforce the terms of this Agreement, the prevailing party's reasonable attorneys' fees, costs and expenses shall be paid by the nonprevailing party. No litigation shall be instituted, however, until after the party allegedly in breach is given an opportunity to cure any alleged breach within 30 days of written notification of the alleged breach. If the breach is cured in a timely manner no further action will be taken.
- 17. Successors and Assigns. Firs Agreement and the instruments delivered pursuant hereto shall be binding upon and mure to the benefit of each of the parties and their heirs, successors and permitted assigns. No party hereto shall have the right to assign this Agreement or any of its rights or colligations hereunder without the prior written consent of the other party.
- 18. Entire Agreement: Binding Effect: Waiver. Tois Agreement, including the Recitals and Exhibits attached hereto, shall constitute the erure agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any party thereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other subsequent breach.
- 19. <u>Captions.</u> The captions appearing in this Agreement were inserted only as a matter of convenience and as a reference and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- 20. Further Assurance. Each party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement, including the completion of all exhibits to this Agreement, which shall be continuing conditions subsequent to the enforceability of this Agreement.

- 21. Governing Law. This Agreement shall be construed pursuant to and governed by the laws of the State of Illinois.
- Amendments, Etc. Any and all amendments, waivers, consents and other agreements with respect to this Agreement shall be made only by an instrument or instruments in writing signed by the parties hereto.
 - 23. <u>Mutual Contribution</u>. The parties to this Agreement and their counsel have mutually contributed to its drafting. Consequently, no provision of this Agreement shall be construed against any party on the grounds that such party drafted the provision or caused into be drafted.
 - 24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile shall be considered authentic and binding
 - Dispute Resolution. Any dispute concerning this Agreement shall be resolved by binding arbitration in Chicago, Illinois, under the commercial arbitration rules of the American Arbitration Association. However, in any action for injunctive relief the Circuit Court of Cook County, Illinois, or Federal courts located in Chicago, Illinois, shall have exclusive jurisdiction; the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney to fees, costs and expenses and all court costs.

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0533950063 Page: 10 of 35

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Shore:

Shore Community Services, Inc., an Illinois not for profit corporation

Robert Kurz

ATTEST:

By:

Victor R. Fernitz

Its: Secretary

Its: President

Glasser:

(11)

(print name)

Jack R. Glasser

| STATE OF ILLINOIS |) | | |
|--|--|--|--------------------|
| COUNTY OF COOK |) \$S.) | | |
| | , | | سرد |
| that A Ruekler, herson | tary public in and for said ally known to me to be | e the President of Sho | ore Community |
| Services, Inc., an Illinois not | for profit corporation, as | nd VICION HEAN | rsonally known |
| to me to be the SCREA persons whose names are sub | by of said corporation and | personany known to to toreement appeared bet | fore me this day |
| in person and severally ack | soluted to the total charge recommendation of the sign of the state of th | ned the Agreement as | President and |
| of said corp | oration, pursuant to autho | rity given by the Board | of Directors of |
| said corporation, as their free | and voluntary acts and a | s the free and voluntary | act and deed of |
| said corporation, for the uses | and purposes therein set f | orth. | |
| GIVEN, vader | my hand and notarial seal | this H day of Ab | V. , 2005. |
| | 70 | eolo 1 | Dero |
| | NOTARY | PUBLIC | |
| | My commis | ssi n" OFRIGIAL SEAL " | |
| | Co | Harold Berg Notary Public, State of Illinoi My Commission Exp. 11/12/200 | } |
| STATE OF ILLINOIS |)) SS. | 2/ | |
| COUNTY OF COOK | ,) | C | |
| The undersigned, a no | otary public in and for said | 1 County, withe State af | oresaid, certifies |
| that lack R. Glasser known | to me to be the same p | erson whose hame is s | ubscribed to the |
| foregoing Agreement, appear | red before me in person as | nd acknowledged signin | g me Agreement |
| as his free and voluntary act, | tot me uses and harboses | dietem ser tordi. | Sc. |
| GIVEN, under | r my hand and notarial sea | il this II day of | 2005. |
| | A | 21 " La Jone | Seig |
| | NOTARY | "OFFICIAL SEAL" | |
| | My commi | Harold Berg | <u> </u> |
| | **j = +1000000 | My Commission Esp. 11/12/2007 | |

SCHEDULE OF EXHIBITS

<u>TO</u>

AGREEMENT

EXHIBIT A

WARRANTY DEED

EXHIBIT B

CILA REIMBURSEMENT LEVELS

EXHIBIT C

CERTIFICATE AND RESOLUTION

EXHIBIT D

PURCHASE PRICE OF THE RESIDENCE

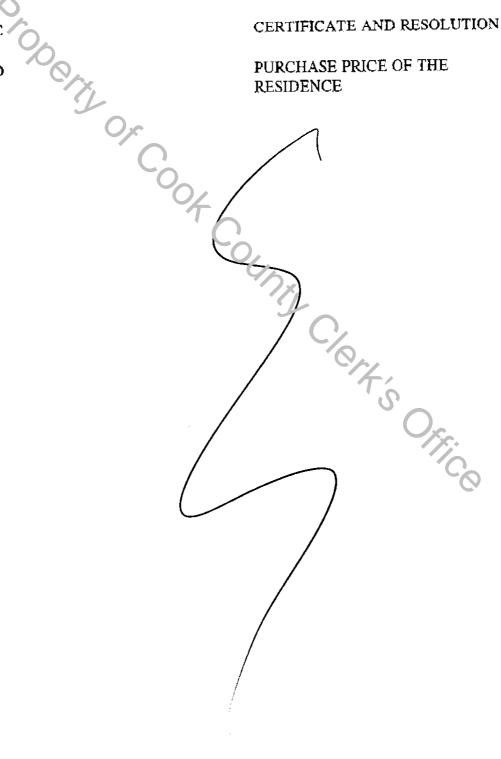


EXHIBIT "A"

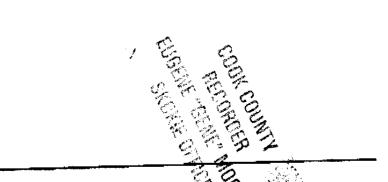
 $\underline{\mathbf{TO}}$

AGREEMENT

Warranty Deed

ENGENE "CENE MOOBE COOK COOKILL





WITNESSETH, that said party of the first part, in consideration of the sum of TEN & 00/180 DOLLARS, and other good and valuable consideration, receipt and orificiency of which are hereby acknowledged by the parties hereto, does hereby convey and **QUIT-CLAIM** unto said party of the second part, the following described REAL ESTATE, situated in Cook County, Illinois, to wit:

Lot 478 in Swenson Brothers 3rd Addition To College Hill Addition To Evanston Being A Subdivision in The Southwest 1/4 Of The Southeast 1/4 Of Section 14, Township 41 North, Range 13 East Of The Third Principal Meridian, In Cook County, Illinois;

together with the improvements, tenements and appurenances the canto belonging:

THIS IS NOT HOMESTEAD PROPERTY

Commonly Known As: 8900 N. Central Park. Skokie, Illinois 60076

Property Index Number 10-14-415-011

TO HAVE AND TO HOLD, the same unto said party of the accord part forever, subject to the terms of that certain Agreement by and between the party of the first part and the party of the second part, dated of even date with this Trustee's Deed.

This Trustee's Deed is executed by the party of the first part, as Trustee, as aforesaid, pursuam to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This Trustee's Deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to this Trustee's Deed by the Trustee of said Trust, upon the day and year first above written.

| ₿v | |
|----|--|
| | Jack R. Glasser. |
| | as Trustee, as aforesaid, and not personally |

| State of Cook County of Illinoi | | | |
|---|--|------------------------------------|---|
| | at Jack R. Glasser personall ment, and known to me to b hat he signed and delivered t | y known to me to be the same p | for said County, in the State aforesaid, do person whose name is subscribed to the eared before me this day in person and funtary act of said Trust, for the uses and |
| GIVEN under m | ny hand and seal this | day of | <u> </u> |
| | Stopology Ox | EXEMPT UNDI | (Notary Public) ER PROVISIONS OF PARAGRAPH SECTION 31 - 45, TRANSFER TAX LAW |
| | | REAL ESTATE DATE: Signature of Buy | TRANSFER TAX LAW ver, Sellet or Representative |
| Prepared By: | Sheldon Braun, Esq. Braun, Browne & Associa 300 Saunders Road, Suite Riverwoods, Illinois, 6001 | 100 | C/L |
| Mail To: Shore Commu 4232 Dempste Shokie Illinoi | | | SO _{FF} |

Skokie, Illinois 60076

Attn: Jerry Gully, President

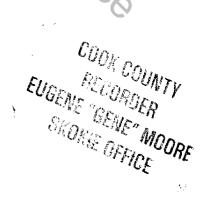
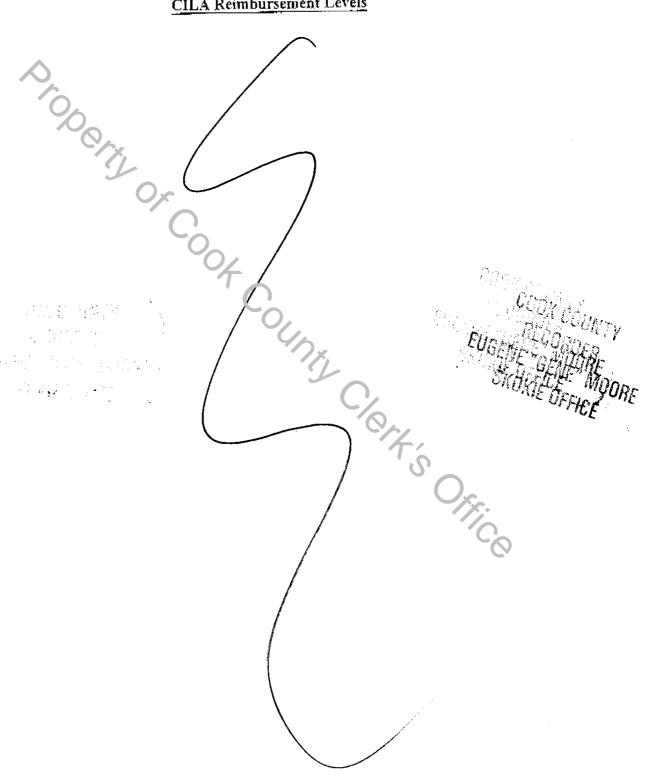


EXHIBIT "B"

TO

AGREEMENT

CILA Reimbursement Levels



EXCERTS FROM :

Community-Integrated Living Arrangement (CILA) Individual Rate Determination Model

User Guide, Cost Center Definitions, and Reimbursement Levels

Revised, January 2002



Department of Human Services
Office of Developmental Disabilities
Bureau of Community Reimbursement
CILA Rates Unit

Illinois Department of Human Services

COMMUNITY-INTEGRATED LIVING ARRANGEMENT (CILA) START-UP FUNDING GUIDELINES

- Base Start-Up Funding: When a CILA residence is being developed, one-time initial costs are incurred as the home is being prepared. Such costs can include the purchase of the person's bedroom furniture, shared living room and kitchen furniture, utensiis and appliances, home decor items such as window coverings or rugs, or can include the costs of deposits, utility hookups or security deposits on rental units. Base Start-Lip Funding of deposits, utility hookups or security deposits on rental units. Base Start-Lip Funding can also be used for general staff training prior to an individual's enrollment in the program. For all new CILA capacity, a one-time Base Start-Up Funding stipend of \$2,500 per person will be awarded. Base Start-Up Funding is not provided in cases where the individual CILA rate is being "redetermined" using the Rate Model.
- Funding for the special conditions associated with an individual's need not covered by Base Start-Up Funding. All NonBase Start-Up Funding requests must be received in writing and be pre-approved by the Department. All NonBase Start-Up Funding reimbursement is subject to the availability of Department funds. "Family Home" CIL As reimbursement is subject to the availability of Department funds. "Family Home" CIL As reimbursement is subject to the availability of Department funds. "Family Home" CIL As reimbursement is subject to the availability of Department funds. "Family Home" CIL As reimbursement is subject to the availability of Department funds. "Family Home" CIL As reimbursement in the legible for NonBase Start-Up. Funding. Community agencies should not incur any expenses under the assumption that they will receive NonBase Start-Up reimbursement without first receiving written prior approval from the Department.
 - A. Site Modification: Providers may request additional Start-Up Funding for the special conditions associated with structural modification for wheelchair accessibility or other modifications directly related to the need of an individual. Other related needs may include the additional start-up costs associated with providing supports to persons who are blind, deaf, or both. All NonBase Start-Up Funding requests will be reviewed by the Department and are subject to funding limits and the availability of resources. The Department will limit all NonBase Start-Up Funding requests for site modification to exist its structures to a total of \$15,000 per Cil.A home and to \$7,500 for new construction homes.
 - 1. New Construction NonBase Start-Up Funding for site modification will be limited to reimbursement for items that are atypical to non-CILA homes, subject to the conditions within these Guidelines. Such atypical items include sprinkler systems, special adaptive equipment, and such structural modification items as listed in #4 below, except "Accessibility Modifications," which are not reimbursed. When applicable, reimbursement for new construction will be based on a cost difference between the price of "typical" versus "atypical" items; e.g., special bathtub versus regular bathtub cost.
 - 2. Rental Property NonBase Start-Up Funding reimbursement for permanent site modification expenses in rental property will be limited to \$5,000 per CILA home with the total amount of reimbursement for

09-15-03

permanent and nonpermanent modification funding being capped at \$15,000. Additional permanent structural renovations or accessibility modifications over the \$5,000 to rental property will not be reimbursed.

- 3. Special Adaptive Equipment/Assistive Technology When special adaptive equipment or assistive technology for a specific individual is required, the funding request for its purchase should be forwarded to the Illinois Department of Public Aid. If special adaptive equipment or assistive technology is required and will be used by more than one person in the home, the request should be forwarded to the Department of Human Services as an addendum to the CILA rate request. Reimbursement requests for Special Adaptive Equipment/Assistive Technology expenses are subject to preapproval by the Department and NonBase Start-Lip Funding limits.
 - Tub Lifts/Hoyar Lifts Reimbursable expense, subject to preapproval by the Department and subject to NonBase Start-Up Funding limits.
- 4. Structural Modifications Two independent estimates are required prior to the start of construction. Upon completion of construction, the community agency must submit copies of bills to the Department. (See "Documentation Requirements.")
 - a) Ranips Reimburger with correct documentation, subject to Department review and prior approval. Reimburgement is also subject to the NonBase Start-Lip limit.
 - b) Hydraulic Lifts When a space restriction exists and when city code prohibits the construction of a ramp, such expenses are reimbursed with correct documentation, subject to the NonBase Start-Up Ilmit.
 - c) Fire Sprinkler Systems For a CILA of four or more persons in size, or when the residents of the home do not neet the "prompt evacuation" regularement, such expenses are reimbulsed with correct documentation, subject to the NonBase Start-Lip limit.
 - d) <u>Hardwired Fire Detection Systems</u> Expenses for the electrical wiring of such systems are reimbursable with correct documentation, subject to the NonBase Start-Up limit.

09-25-03 03:32pm

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CILA Start-Up Funding Guidelines

Page 3

- e) <u>Electronic Key Pad Systems (Fire/Police/Ambulance)</u> Expenses for the installation of electronic key pad communications systems and the fees for monitoring, are <u>not</u> reimbursable.
- f) Accessibility Modification Structural modifications to a CILA home for wheelchair accessibility are reimbursable with certain restrictions. (Also see "Site Modification Rental Property.")
 - Expenses for the widening of doorways and hallways, or to make bathrooms or kitchens accessible are reimbursable, subject to Department review and pre-approval and the NonBase Start-Up limits.
- 5. Structural Renovations and Accessibility Modification Expenses NOT Reimbursed Department staff will review all NonBase Start-Up Funding reducests for structural renovation and accessibility modifications. Nonreimbursable expenses for structural renovations and site modifications include, but are not limited to, expenses for:
 - ✓ new flooring;
 - roof repair or replacement;
 - heating and air conditioning;
 - general plumbing and electrical repair;
 - ✓ room additions:
 - ✓ deckina:
 - the addition or renovation of garages;
 - the widening of driveways and sidewalks;
 - / installation or replacement of windows:
 - ✓ satellite television reception systems;
 - general appearance remodeling or updating not related to accessibility;
 - other general structural repair not related to accertibility.
- B. Staff Training For Specific Individual Medical/Behavioral Mods Staff training required to meet the medical and/or behavioral needs of a specific individual are reimbursable. Such expenses may include the cost of on-site training with nursing staff who have set up self-medication programs. Expenses incurred for the on-site training of staff to implement a specific individual's behavior, physical, occupational, and/or speech program, in cases where the individual is present and a part of the training, are reimbursable. Such staff training should be tied directly to an individual's service plan.

CILA Start Up Funding Guidelines

Page 4

- Maximum Reimbursement A maximum of 30 hours of NonBase Start-Up Funding per person will be approved for nursing or other therapy professionals to set up individual programs, develop programs appropriate to the domain, train staff, and monitor the program.
- Transitional Staffing Community agency expenses incurred in providing extra transitional staffing for individuals of extremely high need are raimbursable. Agencies must include documentation of the need (such as severity and frequency of behaviors) and a behavioral or other relevant program plan with their request for transitional staffing. Program plans must describe the agency's plan to phase out the transitional staffing.
 - Maximum Reimbursement Reimbursement for NonBase Start-Up Funding for transitional staffing will be limited to a maximum of 8 hours par day, for 30 days, at the prevailing Model wage rate plus fringe benefit. An additional 30 days of reimbursement may be requested, but such requests must be reviewed on an individual-by-individual basis and can only be approved by the Associate Director, the Assistant Associate Director, or the Chief of the Bureau of Community Reimbursement.
 - Department will make special consideration for reimbursement of transitional staffing expenses incurred by community agencies who transition persons from 24-lifeur supports to Intermittent supports. Also, special transitional staffing consideration will be given for new CILA residents who would generally receive 24-Hour supports but are provided with Intermittent services if the outcome is expected to be that the person can live with Intermittent supports.

The Department will consider agency proposals for "24-Hour to Intermittent Support Transitional Staffing" on a case-by-case basis. CILA agencies who wish to pursue this options should contact their Network Facilitator.

- D. Other Expenses Not Covered NonBase Start-Up Funding is not available to cover expenses associated with:
 - Day program transition;
 - Transportation-related expenses;
 - Medicaid-reimbursable expenses (medical and adaptive equipment, supplies including medical dispensers, wheelchairs, communication boards, and special diet supplements);

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CILA Start-Up Funding Guidelines

Page 5

- General staff training expenses not specific to an individual's needs. General staff training in addition to the three days per year, per FTE built into the Base rate are not eligible for NonBase Start-Up Funding. Community agencies should contact their Network Facilitator to arrange for such training.
- Items covered by the Base Start-Up.
- Documentation Requirements Requests for NonBase Start-Up Funding reimbusement must be accompanied by proper documentation. The Department will III. review all requests.
 - Contractor Bids and Estimates Community agencies should submit two bids for Nonbase Start-Up Funding expenses. Both bids must be specific in their ۸. estimate of costs and descriptions of the work to be done. Prior approval from the Department should be obtained before work is begun or items are purchased. Only expense reduests that have received prior approval from the Department will be reimbursed.
 - Reimbursement Procedure Upon approval of NonBase Start-Up Funding expenses by the Department, one-half of the pre-approved expenditure will be В. released for payment. Within 60 days of the completion of the work, or following the purchase of the pre-approved iron(s) or service(s), community agencies must submit copies of remittance for materials and/or services to the Department to receive the remainder of the reliminarisement due. Upon receipt of such remittance, the Department will release the remainder of the pre-approved NonBase Start-Up expenditure.

Questions concerning these Start-Up Funding Guidelines should be addressed to the CILA Rates Unit, Bureau of Community Reimbursement, 401 North Fourth Street, Springfield, Hilnois 62702, 217/782-0632. Office

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PAGE 28/40

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ADDENDUM #9

Example: CILA Individual Rate Determination Rate Sheet

24-Hour Supports

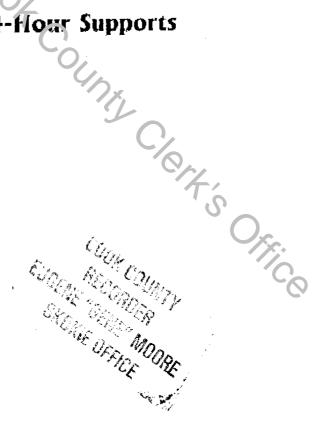
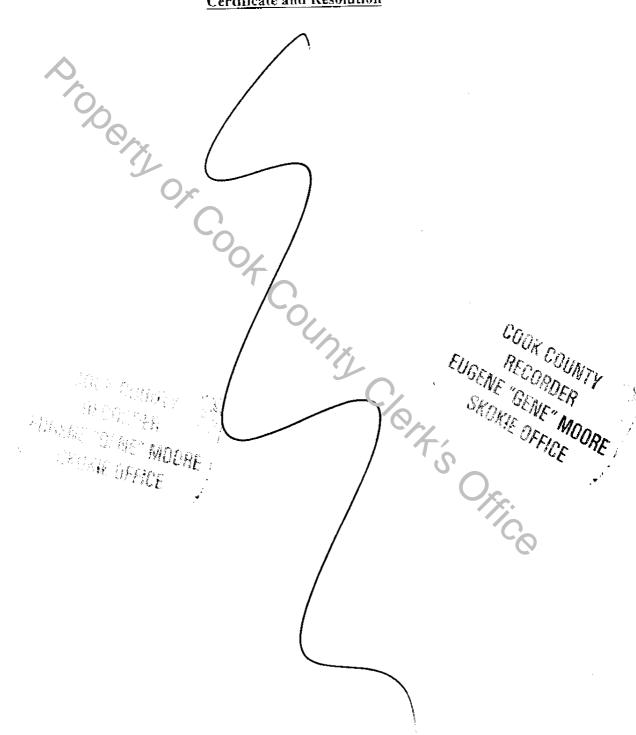


EXHIBIT "C"

 $\underline{\mathbf{TO}}$

AGREEMENT

Certificate and Resolution



SHORE COMMUNITY SERVICES, INC.

CERTIFICATION

| T | do hereby certify that I am the duly elected, qualified |
|---|--|
| selione com | MUNITY SERVICES, INC., a not for profit corporation |
| A = A + A + A + A + A + A + A + A + A + | of the State of Hinois (Inc. Corporation 7, and that the |
| organized and existing under the laws | y of certain resolutions duly adopted by the Board of |
| following is a true and correct cop | , 2005 ("Resolution") and done in accordance with the |
| Directors ("Trirectors") on March | |
| law and By-Laws of the Corporation: | |

WHEREAS, the Corporation desires to expand its business of managing residences for disabled adult persons each of which residence is known as a Community Integrated Living Arrangement ("CILA"); and

WHEREAS, Jack R. Glasser ('Glasser') owns a residence with a common street address of 8900 Central Park, Skokie, Illinois ("Residence") which Glasser desires to donate to the Corporation for the purpose of the Residence being utilized as a CILA upon certain terms and conditions, as set forth in that certain Agreement ("Agreement") attached to the Resolution and marked therein for identification as Schedule 1

NOW THEREFORE, BE IT RESOLVED, that the Corporation hereby approves the Agreement in the form presented in Schedule 1.

FURTHER RESOLVED, the president and secretary of the Corporation are hereby authorized, empowered and directed, for, on behalf of, and in the name of the Corporation:

- (a) To execute, acknowledge and deliver any and all agreement, including the Agreement, substantially in the form presented in <u>Schedule 1</u> and any other documents on behalf of the Corporation, and
- (b) To carry out and perform all of the undertakings of the Corporation under all of said documents and any and all other acts which may be necessary or required under the terms of any of said documents, including the Agreement, and to carry out the foregoing provisions of the Resolution.

FURTHER RESOLVED, that the Directors of the Corporation hereby unanimously ratify, confirm and approve all that said officers of the Corporation have done, or shall or may do or cause to be done in connection with and in pursuance of the foregoing provisions of the Resolution.

IN WITNESS WHEREOF, I have affixed my name as Secretary and have caused the corporate seal of the Corporation to be hereunto affixed this ______ day of March, 2005.

SS Gorpon

COOK COUNTY Clark'S Office

SHORE COMMUNITY SERVICES, INC.

SPECIAL MEETING OF THE BOARD OF DIRECTORS

The undersigned, being the directors of Shore Community Services, Inc., an Illinois not-for-profit corporation (the "Corporation"), hereby take the following actions and adopt the following resolutions in accordance with the By-Laws of the Corporation and in accordance with and as permitted by the Illinois Not For Profit Corporation Act of 1986:

WHEREAS, the Corporation desires to expand its business of managing residences for disabled adult persons each of which residence is known as a Community Integrated Living Attangement ("CILA"); and

WHEREAS, Jack R. Glasser ("Glasse") owns a residence with a common street address of 8900 Central Park, Skokie, Illinois ('Residence") which Glasser desires to donate to the Corporation for the purpose of the Residence being utilized as a CILA upon certain terms and conditions, as set forth in that certain Agreement ("Agreement") attached hereto and marked for identification as Schedule 1.

NOW THEREFORE, BE IT RESOLVED that the Corporation hereby approves the Agreement in the form presented in Schedule 1.

FURTHER RESOLVED, the president and secretary of the Corporation are hereby authorized, empowered and directed, for, on behalf of, and in the name of the Corporation:

- (a) To execute, acknowledge and deliver any and all agreements, including the Agreement, substantially in the form presented in **Schedule 1** and any other accoments on behalf of the Corporation; and
- (b) To carry out and perform all of the undertakings of the Corporation under all of said documents and any and all other acts which may be necessary or required under the terms of any of said documents, including the Agreement, and to carry out the foregoing provisions of this Resolution.

FURTHER RESOLVED, that the Directors of the Corporation hereby unanimously ratify, confirm and approve all that said officers of the Corporation have done, or shall or may do or cause to be done in connection with and in pursuance of the foregoing provisions of this Resolution.

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| Dated: | March | , 2005 | | | |
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| | | | | _ | (print name) |

SCHEDULE 1

COOK COUNTY

RECORDER

FUGENE MOORE

OFFICE

OFFICE

OFFICE

EXHIBIT D

PURCHASE PRICE OF THE RESIDENCE

The Purchase Price of the Residence was in the amount of \$379,357.64, of which \$376,223.00, is set forth on the Closing Statement, dated August 16, 2004, attached to this Exhibit D, with the balance, \$3,134.64, representing professional fees and miscellaneous expenses, as set forth on the invoice issued to Glasser by Braun, Browne & Associates, P.C., Invoice No. 5347, dated October 1, 2004, attached to this Exhibit D.

| First American Title Insurance Company Settlement Statement 7. Laan Number 8. Mordgage Insurance Case Number 8. Mordgage Insurance Case Number C. Note: Taka form a furnished or give you a stelement of actuated lifement case. Amounts positio and by the set emont agent as above, they are or forward to informational purposes and set inclinidaced in the octal. | A. Settlement Statement | | | 1-5. Loan Type Conv. Unins | | |
|--|---|-----------------------------------|--|--|--------------------------|--|
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| Name of Looder Finance Text and Standing Back | 2 Name of Seller: Dorothy Gardner Henry, James Henr | у | <u>. </u> | | | |
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| Seg | R Name of Lander: Harris Trust and Savings Bank | | | | | |
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| Price of Seglement Address, 799 North Color (1997) Lincolor Address Assembly Services of Seglement Address, 798 North Color (1997) | | | | <u> </u> | | |
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| 256. Credit from Application Cost from Marris Trust and Savings. 256. 505 Dictoract 38 From and \$(\$0.00)\$ 267. 507. 508. 509. 509. 509. 509. 509. 509. 509. 509 | 203. Existing loants) taken subject | 1,500 DO | 504 Payoff & first mor | igagn i cen - B ank On ë | | |
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la. Seittement Agent:_ * See Supplinments Page for dolars.

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| 70) Total SalesiBroker's Commission based on price | Paid From Borrower's | ากราการเห จิกโอกร | |
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| and Floor Certification Fee - Harris Trust and Savings Bank | 9.00 100.00 | | |
| 3.10. Underwijling Fee - Harris Truct & Savings (FOC \$250.00) | 100.00 | | |
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| 1306. | | | |
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| 1008 Aggregate Accounting Adjustment | 500.00 | | |
| 100. Fine Charges 1101. Settlement or closing fee - First American Title lacuration Company | 500,00 | | |
| 1 (C2. Abstract or tillio search | | | |
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| 1106. Notary Ego | | 675.00 | COOK OOM |
| 1107. Applican Fee to Bridley & Jacison | <u> </u> | | COOK COUNTY |
| jincludgs above llam numbers. | 250.00 | 1,097 50 | PECOSPES |
| 1996 Title treurance – See supplemental page for breakdown of individual fees and payers | | ., | RECORDER |
| finds deg above item numbers: 1 1139: "Lender's coverage 8500,000.00 Premium \$250.00 | | | ENE "GENE" MOORE |
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| 1205. State of Illinois Owner's Policy Fee | | 52.00 | |
| 1206. Certificate of Release Recording Fee | | | _ |
| 1306. Additional Settlement Chartres 1301. Survey to 9.R. Sufr | | 650,00 | 4 |
| 1202 Prof Inspection to | | 1,125.00 | - |
| 1003 Stokio Transfer Vax to Bradley & Jackson | 5,00 | | |
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| Supplemental Summary | 1,806,35 | 4,195.00 | |
| 1400. Total Sattlement Charges lenter on lines 103, Section J and 502, Section K) | 1 | | |
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| | | <u> </u> | |

^{*} See Supplemental Page for details.

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Seller Name & Address: Dorothy Gardner Henry, James Henry 8900 Central Park Skokin, IL 60076

| Scotion L. Settlement Charges continued | | Faid Brom Borrowor's Funds at | Peid From Seller's Funds et |
|--|----------|-------------------------------------|-----------------------------------|
| 1108. Supplemental Summary | 1,347.50 | Sadigment | 5ettlamen1 1,097.\$0 |
| a) Owner's Policy - First American Title Insurance Company b) can Policy - First American Title Insurance Company | | 250.35 | |

| The following Section is restated from the Settlement St. | atement Page 1 | | |
|---|----------------|---|------------|
| 300. Cash At Sediement Emm/To Borrower | | 600. Dash At Settlement To/From Selier | |
| 301. Bross amount due from Berrower (ties 120) | | ROS, Grass Amount dire to Seller (finn 420) | 375,000.00 |
| 302. Less amounts poid byffor Borrowar (fine 220) | | b.1. Lake reductions in amounts due to Salter (Fre 528) | 249,466.73 |
| 303. Cash (X From) (To) Borrower | 51,508.19 | 601. Cash (X To) (From) Saller | 125,533.27 |

I have carefully reviewed the HUD-I Settlement Statement and to the best of my knowledge and baller, it is a true and accurate statement of all inceipts and distributions made on my account or by me in this transaction. I further certify that I have received a pape, if the HUD-1 Settlement Statement.

Glasser Trust No. 1, Dated 10/26/95

Ja<u>m</u>ès Henry

MOORES EUGENE "BENE" MOORE SKOKIE OFFICE

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| Jack Glasser 501 North C. | linton Street | | O | et UI, 2004 |
|------------------------------|---|--|---------------|-------------|
| Unit 3004 Chicago, Illi | nois 60610 | | | |
| | | | File#: | 7-1 |
| Attention: | | | Juv #: | 5347 |
| RE: Jack (| Glasser | | | |
| DATE | DESCRIPTION | HOURS | AMOUNT | AMARIK |
| MATTER | 7-7 Q | | | |
| RE: | Purchase of 1900 N. Central Park, Skokie, Illinois | s 6 0076 | | |
| Jul-()]-04 | P/c w/lack Glarsor and Ethel Sostrin re: terms | 0.80 | 200,00 | GAB |
| Jul-05-04 | of executed contract Draft attorney review letter to Seller's attorney | 1.50 | 375.00 | GAB |
| Jul-08-04 | P/e w/Jack Glasser, Stewart Schechter and | 0.60 | 150.00 | GAB |
| Jul-12-04 | Seller's attorney re: purchase of property P/c w/Jack Glasser and Harris Back re: | 1,00 | 250.00 | GAB |
| | financing of transaction Handle financing issues with Harry Bank; | 1.00 | 250.00 | CI/\[3 |
| Jul-13-04 | conflow/SB regisamet called Jack Glasser | 0.50 | 125.00 | GAB |
| Jul-14-04 | Address financing alternatives w/lack Claster | 1.20 | 300.00 | GAB |
| Jul-16-04 | Handle financing issues with Harris Bank; prepare package to Brian Jessen; draft letter to | 1720 | \$1000000 | |
| Jul-19-04 | Brian Jessen P/c w/Brian Jessen and Jack Glasser re: | 0 1.20 | 3(!(),()() | GAB |
| | financing of the purchase of the property Meet with Jack Classer re: financing options | 0.80 | 200.00 | GAB |
| Jul-26-04 | for property purchase | 1.80 | 450.00 | GAB |
| Aug-(9)-04 | Review and revise closing documents; p/c w/Seller's attorney re: closing; p/c w/Jack | 1.11117 | 155. | |
| Aug-1()-()4 | Glasser ret same P/c w/lender; p/c w/lack Glasser ret closing items including insurance and transfer of | 1.20 | 766.90 | GAB |
| Aug-11-04 | utilities; revise closing documents P/c w/lender re: title being in Jack Classer | 0.30 | 75,00 | GAB |
| - | Trust No.1 Review closing figures; review revised | 0,50 | 125.00 | GAB |
| Aug-13-04 | warranty deed | 2.60 | 650,00 | GAB |
| Aug-16-04 | Attend Closing | 0,00 | -875.00 | GAB |
| Qq1-08-Q4 | Write-off | (),1/1/ | F (11 35.175) | X |
| | MATTER TOTALS: | 15.00 | \$2,875.00 | |
| MATTER | 7-8 | i a cala la la | | |
| Rffe | | 0,80 | 200.00 | GAB |
| Sep-02-04 | | $\mathbf{U}_i \mathbf{u} \mathbf{U}_j$ | 2000000 | -, \$7.11. |

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\$2,975.00

15.80

11/01/2005 04:21

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Oct-08-04 Write-off 0.00 -100.00 GAB

MATTER TOTALS: 0.80 \$100.00

FEE SUMMARY:

Totals

| Lawyer | Hours | Effective Rate | Amount |
|-----------------|-------|----------------|------------|
| GLENN A. BROWNE | 15.80 | \$188.29 | \$2,975.00 |

| GLENN | A BROWNE 15.80 | φ100.42 | .00 |
|---------------|------------------------------------|------------------------|----------|
| DISBURSE | MENTS | Disbursements | Receipts |
| MATTER RE: | 7-999 9 | | |
| Jul-27-04 | Invoice #F8211825 Dated 7/27/04 | 34.37 | |
| | Invoice #F8211825 Dated 7/7 1/04 | 5.06 | |
| Jul-31-04 | Faxes, July 2004 | 31.50 | |
| | Postage, July 2004 | 5.36 1.88 110.73 | |
| | Postage, July 2004 | 1.88 | |
| | Photocopies, July 2004 | 110.73 | |
| Aug-09-04 | Sprint Long Distance #924251146 I | Dated 1.79 | |
| Aug-31-04 | 8/9/04 Photocopies, August 2004 | 28.69 | |
| | Photocopies, August 2004 | 0.19 |) |
| | Faxes, August 2004 | 2.2.5 | |
| Sep-30-04 | Postage, September 2004 | 9.42 | Ö |
| | Faxes, September 2004 | 4.50 | |
| | Photocopies, September 2004 | 23.90 | |
| | MATTER TOTALS: | \$259.64 | |
| | Totals | \$259,64 | \$0.00 |