

UNOFFICIAL COPY

CERTIFICATION

The undersigned, being the duly appointed, qualified and acting Secretary of Mathieu-Bauer Company, a Delaware corporation, hereby certifies that attached hereto is a true and correct copy of the Joint Action taken by the shareholders and directors of that corporation on the 19th day of April, 1991, respecting the sale of the premises owned by the corporation commonly known as 272 E. 147th Street, Harvey, Illinois.



CHARLES HEPPNER, Secretary

Property of Cook County Clerk's Office

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JOINT ACTION BY SHAREHOLDERS AND DIRECTORS OF MATHIEU-BAUER COMPANY

The undersigned, being the holders of all the issued and outstanding shares of MATHIEU-BAUER COMPANY, a Delaware corporation, and being all the directors of said corporation, in lieu of a special joint meeting of the shareholders and directors, agree to take the following action:

1. Direct the President of this corporation to enter into the Real Estate Sale Contract attached hereto and made a part hereof for the sale of the real property owned by the corporation commonly known as 272 E. 147th Street, Harvey, Illinois, and legally described as:

Lots 3 through 11 (except the North 7 feet thereof taken by the State of Illinois for highway purposes) in Block 3, and Lots 15 through 18 in Block 3 in Chaxel and Mechnm's Subdivision of Block 3 and the North 1/2 of Block 22 in South Lawn, a Subdivision of Section 17 and the South 1/2 of Section 8, Township 36 North, Range 14, East of the Third Principal Meridian, recorded September 30, 1891 as Document No. 1544075 in Cook County, Illinois.

to ALL-CONSOLIDATED AUTO REBUILDERS, INC., a corporation, for the price of \$240,000.00, cash, plus or minus prorations, and pursuant to the other terms and conditions contained in the copy of the Real Estate Sale Contract and Rider attached hereto and by reference made a part hereof.

2. Direct the President and Secretary of this corporation to execute the corporation's deed of conveyance and such other


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documents and instruments as necessary to consummate this transaction on behalf of the corporation.

Dated: April 19, 1991.




RICHARD A. BAUER



RICHARD R. BAUER



JEAN A. BAUER



JUDITH MARY BAUER

Trustees under the Richard A. Bauer and Jean A. Bauer Family Declaration of Trust dated October 30, 1973, owner and holder of 277 shares of the corporation

Trustees under the Richard R. Bauer and Judith Mary Bauer Family Declaration of Trust dated October 3, 1988 owner and holder of 52 shares of the corporation

DIRECTORS:



RICHARD A. BAUER



RICHARD R. BAUER



CHARLES HEPPNER

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Real Estate Sale Contract

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All-Consolidated Auto Rebuilders, Inc., a corporation (Purchaser)
agrees to purchase at a price of \$ 240,000.00 on the terms set forth herein, the following described real estate
in Cook County, Illinois:
Lots 3 through 11 (except the North 7 feet thereof taken by the State of Illinois
for highway purposes) in Block 3, and Lots 15 through 18 in Block 3 in Chaxel
and Mecham's Subdivision of Block 3 and the North 1/2 of Block 22 in South Lawn,
a Subdivision of Section 17 and the South 1/2 of Section 8, Township 36 North, Range
14 East of the Third Principal Meridian, Recorded Sept. 30, 1891 as Doc # 1544075 in
Cook Co., Ill. 272 E. 147th St., Harvey, Ill., and with approximate lot dimensions of
irregular, together with the following property presently located thereon

2. Mathieu-Bauer Company, a corporation (Seller)
agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to
Purchaser or nominee title thereto by a recordable warranty deed, with release of the usual covenants, conditions and restrictions of record,
subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party
wall rights and agreements, if any; (d) existing leases and tenancies as listed in Schedule A attached; (e) special taxes or assessments for improvements
not yet completed; (f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or
trust deed specified below, if any; (h) general taxes for the year 1990 and subsequent years including taxes which may accrue by reason of new or
additional improvements, to the year(s) 1991; and to -

3. Purchaser has paid \$ 2,000.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of
the purchase price, plus or minus corrections, at the time of closing as follows: (strike language and subparagraphs not applicable)

- (a) The payment of \$ 238,000.00 - See rider attached.
- (b) The payment of \$ _____ and the balance payable as follows:

to be evidenced by the note of the purchaser (granted providing for full prepayment privilege without penalty, which shall be secured by a
part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form herein attached as Schedule D, or, in the absence of
this attachment, the forms prepared by _____ and identified as Nov. _____ and
by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform
Commercial Code in order to make the lien created thereunder effective), and an assignment of rents, said security agreement and assignment of
rents to be in the forms appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association loan policy
insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company.
(**If a Schedule D is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in
the forms used by the Chicago Title and Trust Company.)

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

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

5. The time of closing shall be on 30 days after Purchaser's financing is obtained (See Rider) or on the date, if any, to which such time is deferred by reason of financing. The
Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of
Groble & Groble, Ltd. or of the mortgage lender, if any, provided title is shown to be to him or it accepted by the purchaser.

6. Seller agrees to pay a broker's commission to the parties represent and warrant to each other which
in the amount set forth in the broker's listing contract or as follows: representation and warranty shall survive the closing of this
transaction, that no real estate broker was the procuring
cause of this transaction.

7. The earnest money shall be held by Mathieu-Bauer Company
for the mutual benefit of the parties.

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

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

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

Dated April 19, 1991
Purchaser All-Consolidated Auto Rebuilders, Inc. 272 E. 147th Street
(Address) Harvey, Illinois 60426
BY: Mathieu-Bauer Company President (Address)
Seller 1201 Hilltop Street
(Address) Chicago Heights, Illinois 60411
BY: Mathieu-Bauer Company President (Address)

*Form normally used for sale of property improved with multi-family structures of four or more units or of commercial or industrial properties

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CONDITIONS AND STIPULATIONS

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

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title marketable (within the meaning of the Illinois Real Estate Transfer Act) or other defects, the Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract at any time, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as if then with the full benefit of the purchase price less or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. ~~Notwithstanding to whom title is conveyed, the Seller shall be responsible for the payment of all taxes, including any and all taxes, which shall be adjusted ratably as of the time of closing. If the amount of the current general taxes is not then ascertainable, the amount of the current general taxes shall be estimated by the Seller on the basis of the most recent assessment of the amount of the most recent ascertainable taxes. The amount of any general taxes which may accrue by reason of new or additional improvements shall be apportioned as follows:~~

All provisions are final unless provided otherwise herein. Existing liens and encumbrances, whether or not they shall then be assigned to Purchaser, Buyer shall pay the amount of any stamp tax imposed by State law on the transfer of title, and shall furnish a completed Real Estate Transfer Declaration filed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration signed by the Seller or the Seller's agent in the form required by local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by the purchaser.

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

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

6. At the election of Seller or Purchaser upon notice to the other party not less than 3 days prior to the time of closing, this title shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Escrow and Money Factor Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the election of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser (Strike paragraph if inapplicable).

7. Time is of the essence of this contract.

8. Any payments herein required to be made at the time of closing shall be by certified check or cashier's check, payable to Seller.

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

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RIDER ATTACHED HERETO AND MADE A PART HEREOF TO
CERTAIN REAL ESTATE SALE CONTRACT DATED APRIL 1, 1991,
BY AND BETWEEN ALL-CONSOLIDATED AUTO REBUILDERS, INC., AS PURCHASER,
AND MATHIEU-BAUER COMPANY, AS SELLER OF THE PREMISES COMMONLY KNOWN
AS 272 E. 147TH STREET, HARVEY, ILLINOIS

This contract is subject to the condition that the Purchaser be able to procure within _____ days a firm commitment for a loan to be secured by a mortgage or trust deed on the real estate in the amount of \$ _____, or such lesser sum as Purchaser accepts, with interest not to exceed _____% a year to be amortized over _____ years, the commission and service charges for such loan not to exceed _____%. If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notified Seller thereof within that time, this contract shall become null and void and all earnest money shall be returned to Purchaser; provided that if Seller, at his option, within a like period of time following Purchaser's notice, procures for Purchaser such a commitment or notifies Purchaser that Seller will accept a purchase money mortgage upon the same terms, this contract shall remain in full force and effect.

Dated: _____, 1991

ALL-CONSOLIDATED AUTO REBUILDERS,
PURCHASERS

MATHIEU-BAUER COMPANY, INC.,
SELLER

BY: _____

BY: _____

Property of Cook County Clerk's Office

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Deed in Trust

THE GRANTEE MATHERU-BAVER COMPANY, a corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, for and in consideration of TEN DOLLAR and other good and valuable consideration in hand paid, and pursuant to authority given by the Board of Directors of said corporation CONVEYS and WARRANTS unto FIRST ILLINOIS BANK & TRUST, ITS SUCCESSION OR SUCCESSORS, as Trustee under the provisions of a trust agreement dated the 21st day of June, 1927, and known as Trust Number 10885 (hereinafter referred to as "Trustee") the following described real estate in the County of Cook and the State of Illinois, to wit:

Lot 3 through 11 (except the North 7 foot thereof taken by the State of Illinois for highway purposes) in Block 3, and Lots 15 through 18 in Block 3 in Routh Lawn, a Subdivision of Block 3 and the North 1/2 of Block 22 in Routh Lawn, a Subdivision of Block 14, East of the Third Principal Meridian, recorded September 30, 1897, as Document 1344025 in Cook County, Illinois.

Common Address: 270-274 E. 147th Street, Harvey, Ill. - 60426
Real Estate (1) Number(s): 29-08-403-014-0000, 29-08-403-015-0000, 29-08-403-017-0888
AGREEMENT AND CONVEYANCE TO THE GRANTEE AND GRANTEE'S SUCCESSORS AND assigns and assigns to the GRANTEE and GRANTEE'S SUCCESSORS and assigns the full and complete title and interest in and to the above described real estate and to all the rights and appurtenances thereto, together with all the obligations and liabilities in any way connected therewith, and to do, execute and perform all such acts and things as may be necessary, proper or expedient to carry out the purposes and intent of this agreement, and to do, execute and perform all such acts and things as may be necessary, proper or expedient to carry out the purposes and intent of this agreement, and to do, execute and perform all such acts and things as may be necessary, proper or expedient to carry out the purposes and intent of this agreement.

In Witness Whereof, said Grantor has caused the corporate seal to be hereunto affixed, and has caused the name to be signed to these presents by its President, and attested by its Secretary, this 28th day of June, 1927.

MATHERU-BAVER COMPANY, a Delaware corporation
BY: *[Signature]*
President
Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, *[Signature]*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD A. HAVER, President of MATHERU-BAVER COMPANY, a Delaware corporation and CHARLES HARPER, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and said Secretary did also then and there acknowledge that he as custodian of the corporate seal of said corporation did affix said corporate seal of said corporation to said instrument, and as the free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

My Commission Expires 12/23/31
Notary Public, State of Illinois
Raymond H. Grobley, Jr.
OFFICIAL SEAL

28 First Illinois Bank & Trust
14 South LaGrange Road
Chicago, Illinois 60625

Send Subsequent Tax Bills To
All-Consolidated Auto Rebuilders
Harvey, Illinois 60426

7-11-91 Description of property on Oct 9 1913 (as per property plat 15287 and other plat 15287)

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COOK COUNTY
CD. NO. 918
018867

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
JUL 1 '27

240.00
22.50
262.50

120.00
120.00

CITY OF HARVEY, ILL.
SEAL

COOK COUNTY
SEAL

5056 No

PROPERTY

OFFICIAL SEAL
Notary Public, State of Illinois
Raymond H. Grobley, Jr.

28 First Illinois Bank & Trust
14 South LaGrange Road
Chicago, Illinois 60625

7-11-91 Description of property on Oct 9 1913 (as per property plat 15287 and other plat 15287)

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7304723
THOMAS TITLE INSURANCE CO.
CHICAGO TITLE INSURANCE CO.

Age of Grantee	
Address	
City	
State	
County	
Volume	
Page	
Recorded	
Index	
Filed	
Subscribed	
Witnessed	
Notary Public	

ROSELYN M. STRANDBERG
NOTARY PUBLIC

3973447

9/8/13
1979447
Office
NCS
IN DUPLICATE