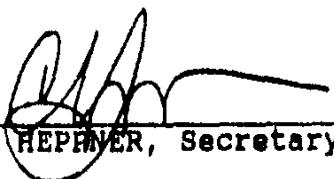


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CERTIFICATION

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

2016-63

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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:

Property of Cook County
Recorder's Office

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 Chazel 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 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

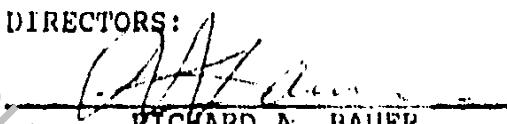

Jean A. Bauer

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


Judith Mary Bauer

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

Real Estate Sale Contract

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All-Consolidated Auto Rebuilders, Inc., a corporation

agrees to purchase at a price of \$ 240,000.00 (Purchaser)

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 Chasel 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 liens and other purposes shall remain, 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 during the year(s) 1991; and to—

3. Purchaser has paid \$ 1,500.00 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 prorations, at the time of closing as follows: (strike language and subparagraph 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 (grantee) 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 hereto attached as Schedule B, or, in the absence of this attachment, the forms prepared by _____ and identified as Nos. _____ and _____ and 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 B 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 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 both title is retained by reason of non-delivery of 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 good or is accepted by the purchaser.

The parties represent and warrant to each other which 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. (Address) 272 E. 147th Street

Attentive BY: President (Address) Harvey, Illinois 60426

Seller Mathieu-Bauer Company (Address) 1201 Hilltop Street

Seller BY: President (Address) Chicago Heights, Illinois 60411

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

261966

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RIDER ATTACHED HERETO AND MADE A PART HEREOF TO
CERTAIN REAL ESTATE SALE CONTRACT DATED APRIL 14, 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: _____

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Property of Cook County Clerk

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