

LEGAL NOTICE

NOTICE OF SALE

**RIVER GROVE PUBLIC LIBRARY DISTRICT –
VACANT LAND – 8500 CENTER STREET, RIVER GROVE, IL 60171**

NOTICE IS HEREBY GIVEN that on the 29th day of December, 2022, the Board of Library Trustees of the River Grove Public Library District, Cook County, Illinois ("Seller") will sell at public sale by taking sealed bids until 7:00 p.m. on the 29th day of December, 2022, at the River Grove Public Library, Library Director's Office, 8638 W. Grand Avenue, River Grove, Illinois 60171, at which date, time and place said bids will be publicly opened and read aloud, the real estate described as follows and hereinafter sometimes referred to as the "Real Estate":

LOT 12 IN BLOCK C IN TURNER PARK CITY, BEING A SUBDIVISION OF THAT PART OF LOTS 1 AND 2 IN THE ASSESSOR'S DIVISION OF THE WEST HALF OF FRACTIONAL SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF GRAND AVENUE FORMERLY WHISKEY POINT ROAD AND SOUTH OF THE SOUTH LINE OF RIGHT OF WAY OF THE CHICAGO AND PACIFIC RAILWAY COMPANY, IN COOK COUNTY, ILLINOIS.

PIN: 12-26-104-012-0000

Commonly known as 8500 Center Street, River Grove, Illinois 60171

The sale of the Real Estate will be made on the following terms, to wit:

I. GENERAL INFORMATION

The Real Estate is a parcel improved with a single-family residence currently on Center Street, in River Grove, Illinois. The address of the Real Estate is 8500 Center Street, River Grove, Illinois. The Real Estate consists of approximately 8,650 square feet. Arrangements to view the Real Estate may be made through Mr. Kendall Harvey, Library Director, River Grove Public Library District, (708) 395-4359.

No representation is made as to the zoning of the property.

II. TERMS AND CONDITIONS OF SALE

A. Sealed bids offering to purchase the Real Estate to be sold in accordance with the Terms and Conditions of Sale will be received up to the hour of 7:00 p.m., Central Standard Time, on the 29th day of December, 2022. The bids will be opened immediately thereafter and read aloud in the Youth Reading Room of the River Grove Public Library, 8638 W. Grand Avenue, River Grove, Illinois 60171. The Terms and Conditions of Sale, including the Real Estate Purchase Contract, may be obtained at the above address, and are as set forth in the Real Estate Purchase Contract.

B. The entire Real Estate shall be sold in its entirety as a unit, as is.

C. Each bid must be accompanied by a cashier's or certified check drawn on a banking institution licensed to transact banking business in Illinois in good standing, and made payable to the River Grove Public Library District, Cook County, Illinois, in the amount of \$5,000.00. The Seller will return such deposit to all but the three highest cash bidders determined to be responsive to the terms of this Notice in the sole discretion of the Seller. The Seller will hold the deposits of the three highest cash bidders, without interest, until the Seller accepts a bid or rejects all bids. If all bids are rejected, the Seller will return the deposits of the three highest bidders to them immediately after such rejection. If a bid is accepted, the Seller will return the deposits of the two highest bidders whose bids were not accepted, and retain the deposit of the bidder whose bid was accepted as a credit toward the purchase price.

D. By submitting a bid, whether or not it is the highest cash bid submitted, and whether or not it is finally accepted or rejected by the Seller, the bidders whose bids are responsive as determined in the sole discretion of the Seller and are the highest, second highest, and third highest agree that, for and in consideration of Ten Dollars (\$10.00), their bids are to remain binding and irrevocable for 14 days following the date of bid opening.

E. On or before 14 days from the date of bid opening, the Seller will notify each of the bidders which bid, in the opinion of the sole discretion of the Seller, is the highest cash bid submitted by the most responsible bidder. The Seller may, in the alternative, and in its sole discretion, determine that any or all bids be rejected, and if such determination is made, the Seller will so notify the said bidders on or before

14 days from the date of bid opening. The Seller will thereupon accept the bid of the bidder in accordance with determination of the Seller, or reject all bids if the Seller has so determined.

F. The successful bidder shall be required to enter into the Real Estate Purchase Contract within five (5) days after acceptance of its bid, said Contract to be in the form provided by the Seller and said Contract is an integral part of this transaction.

G. These terms and conditions shall be binding upon Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

H. All information about the Real Estate included in this Notice or otherwise provided by Seller or the Seller is believed to be reliable, but is not guaranteed and no express or implied representations or warranties are made with regard to the Real Estate or matters relating thereto. The Real Estate is sold "AS IS." Prospective bidders are urged to examine the Real Estate, the survey, the Real Estate Purchase Contract and the commitment for title insurance. All warranties with respect to the Real Estate are hereby disclaimed, including, but not limited to any representation as to asbestos or other environmental conditions of the Real Estate. Any risk and responsibility relating to any condition of the Real Estate is assumed by Purchaser and disclaimed by Seller. Purchaser may be subject to laws regarding any prospective use or remediation of the Real Estate due to any conditions present upon it. The Purchaser shall take all necessary action and bear all expenses and liability associated with making the Real Estate suitable for the Purchaser's intended use and complying with all applicable law. Purchaser commits to indemnify, defend and hold harmless Seller, the Seller, the Library District's Board of Library Trustees and its members, employees and agents in their official and individual capacities, from and against any claim or loss, including, but not limited to, reasonable attorney's fees, incurred by any of the foregoing indemnities and arising out of the presence of any environmental condition on, or other condition of, the Real Estate after the closing. Purchaser's obligations and risk with respect to any condition of the Real Estate under this paragraph shall survive the closing on the sale of the Real Estate.

I. No real estate commissions, or similar fees, will be paid by the Seller in connection with the sale, except the commission due Jonathan L. Zivojnovic (River Elm Properties).

J. Seller reserves the right to waive irregularities, to continue the sale from time to time, to reject any or all bids, and to adjourn the sale.

K. The minimum bid (purchase price) which will be acceptable to the Seller is TWO HUNDRED SIXTY THOUSAND DOLLARS (\$260,000.00).

L. The Seller will consider bids made subject to the bidder obtaining conventional mortgage financing (not more than 80% of the amount of the bid) within 30 days of Seller's acceptance of the bid.

DATED this 15th day of December, 2022.

Published by order of:

THE BOARD OF LIBRARY TRUSTEES
RIVER GROVE PUBLIC LIBRARY DISTRICT
COOK COUNTY, ILLINOIS