

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") dated August 22, 2001 is between the **VILLAGE OF FOREST PARK**, a Municipal Corporation (hereinafter referred to as the "**VILLAGE**" or "**PURCHASER**"), and the **ALTENHEIM (GERMAN OLD PEOPLES HOME)**, an Illinois Not-For Profit Corporation (hereinafter referred to as the "**ALTENHEIM**" or "**SELLER**").

RECITALS:

A. Seller is the owner of approximately 14.27 acres of land, commonly known as 7824 Madison Street, Forest Park, Illinois, on which there are located several buildings and other structures. This improved parcel of land is legally described on Exhibit A and it includes all easements and rights appurtenant thereto. This 14.27 improved parcel of land, with all easements and rights appurtenant thereto is hereinafter referred to as the "Altenheim Property."

B. The Cemetery located in the southwest corner of the Altenheim Property, Buildings A and B (also known as Arborwood and Briarwood), part of the north portion of Building C, the parking lot which is north of Building B and certain land and driveways surrounding those buildings are hereinafter collectively referred to as the "Excluded Property." The Excluded Property is shown in yellow on the site plan of the Altenheim Property which is attached hereto as Exhibit A-1.

C. The Altenheim Property, along with easement agreements for ingress and egress acceptable to both parties, minus the Excluded Property, is hereinafter referred to as the "Property." Seller desires to sell, transfer, assign and convey the Property to Purchaser and Purchaser desires to purchase same from Seller in accordance with the terms and conditions hereinafter set forth, along with easement agreements including easements for ingress and egress acceptable to both parties.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, the receipt, sufficiency and adequacy of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Purchase and Sale Agreement. On the terms and conditions set forth herein, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the following:

- (a) Fee simple title to the Property.
- (b) All personal property located in and upon the Property and used in connection with the operation or maintenance of the Buildings located at the Property (the "Personal Property").

(c) Purchaser agrees to purchase the property in an "AS IS " condition which shall be contingent upon receipt of a reasonably acceptable Environmental Report and Inspection Reports referred to below in Section 5.

2. Earnest Money. Contemporaneously with the full execution and delivery of this Agreement (which date is set forth above and is referred to herein as the "Contract Date"), the Purchaser shall deposit in escrow, with Seller's Attorney, Robert E. Senechalle, Jr., as Escrowee, the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (together with all interest earned thereon, the "Earnest Money"). The Earnest Money shall be invested from time to time prior to Closing at Purchaser's direction for the benefit of Purchaser. Purchaser, within two (2) business days after the expiration of the twenty-eight (28) day period provided for in Paragraph 5 below, shall deposit with Escrowee additional earnest money so that the total earnest money deposit is equal ten (10%) percent of the total purchase price.

3. Purchase Price. The purchase price ("Purchase Price") payable by Purchaser to Seller for the Property and the Personal Property shall be Three Million Six Hundred and Fifty Thousand and No/100 Dollars (\$3,650,000.00), plus or minus prorations and adjustments set forth in this Agreement, payable at the Closing.

4. Closing. The closing of the purchase and sale of the Property (the "Closing") shall take place on October 26, 2001 (the "Closing Date") at the offices of Chicago Title in Forest Park, Illinois or at such other place as Seller and Purchaser shall mutually agree in writing. The Closing shall be consummated through the standard form of deed and money escrow with such changes as may be necessary to reflect the terms of this transaction. Seller shall deliver possession of the Property to Purchaser at the Closing free of leases and other possessory rights of third parties and subject only to the Permitted Exceptions (hereinafter defined).

5. Environmental Report and Purchaser's Inspection.

(a) Within twenty-eight (28) days after acceptance of the Contract, Purchaser shall cause to have completed at its sole expense, a written Phase I environmental report for the Property (the "Environmental Report") certified to Purchaser and its lender, prepared by an engineer reasonably acceptable to Purchaser and in form and substance reasonably acceptable to Purchaser. Seller agrees to provide copies of any reports, studies or subsurface investigations which currently exist and are in Seller's possession and control pertaining to the environmental condition of the Property or the Buildings within ten (10) days from the date of acceptance of the Contract.

(b) At all reasonable times prior to Closing (including times following the Inspection Period as defined herein), Purchaser, its agents and representatives shall be entitled to (a) enter upon the Property, including the Buildings, to perform, examinations, inspections, audits and tests of the Property, including the roof, all structural elements and all heating, ventilation, air conditioning, mechanical, plumbing and electrical systems

within the Buildings as well as soil tests; (b) make investigations with regard to environmental, zoning and building code requirements and (c) make market studies and appraisals (collectively, the "Inspections").

If Purchaser, in Purchaser's sole discretion, determines that it is not satisfied with the results of the environmental Phase I Report or Inspections, Purchaser may cancel this Contract. Notice of cancellation shall be in writing and must be given to Seller on or before the expiration of the twenty-eight (28) day inspection period and in the absence of any written agreement for an extension of said inspection period between the parties. In the event of timely written notice of cancellation, the earnest money shall be returned immediately to Purchaser and neither party shall have any further liability to the other hereunder. In absence of timely written notice of cancellation, Purchaser's right to cancel hereunder shall be forever waived. Notwithstanding anything to the contrary contained herein, the effect of any representations or warranties made by Seller in this Agreement shall not be diminished by any inspections, tests or investigations made by Purchaser. The parties hereto acknowledge that Purchaser may expend material sums of money in reliance on Seller's obligations under this Agreement in connection with negotiating and executing this Agreement, furnishing the Earnest Money, conducting the Inspections and preparing for Closing and that Purchaser would not have entered into this Agreement without the availability of an Inspection Period. Therefore, the parties agree that adequate consideration exists to support Seller's obligations hereunder even before expiration of the Inspection Period.

(c) At Purchaser's election, Purchaser may undertake to obtain an engineering report (i) evaluating the condition of the Buildings to be conveyed and (ii) estimating the cost of removing such Buildings. The cost of such engineering report shall be paid by the Purchaser.

6. Seller's Deliveries. Not later than ten (10) days after the date hereof, Seller shall deliver, or cause to be delivered, to Purchaser, true and correct copies of the following items, (collectively "Seller's Deliveries"):

(a) The most recent real estate tax bill and, if available, the most recently issued real estate tax assessment notice pertaining to the Property; or in the alternative, evidence that said property is exempt;

(b) Evidence of all policies of insurance maintained by Seller in connection with the Property, including liability insurance, fire and extended coverage insurance, and boiler insurance (the "Insurance Policies");

(c) A certified copy of corporate resolution authorizing sale of subject property;

(d) to the extent in Seller's possession or control, any plans and specifications for the Buildings (including "as built" plans and specifications and plans and specifications for any renovations or additions thereto) or any other engineering,

environmental or architectural plans and specifications, drawings, feasibility or engineering studies or surveys or appraisals relating to the Property; and

(e) to the extent in Seller's possession or control, any drawings of underground utilities (including sewer, water, gas, telephone and electrical service cables) servicing the Property.

(f) Seller shall provide to Purchaser all written notices it has received and provide all information it may now have knowledge of with regard to: (i) the existence at, in or under the Property or the Buildings of any hazardous materials, substances or waste (as defined from time to time, under any applicable federal, state or local laws, regulations or ordinances), or (ii) the release or discharge on, at, in or from the Property of any such hazardous materials, substances or waste. Number and location of any underground storage tanks which are or have been located on the Property, except as set forth below:

7. Covenants of Seller. During the period between the date of execution hereof and the Closing, Seller covenants as follows:

(a) Seller shall maintain or cause to be maintained the Insurance Policies;

(b) Seller shall not enter into or permit to be entered into any contract or agreement affecting the Property, without the consent of Purchaser;

(c) Seller shall not execute any lease or license relating to the Property or any part thereof;

(d) Seller shall promptly notify Purchaser in writing if Seller receives written notice after the date hereof that the Property is not in compliance with any applicable municipal, county, state or federal laws, regulations, ordinances, standards or orders then in effect (including without limitation, the building, zoning and life safety codes as then applied with respect to the Property);

(e) Seller shall maintain the Property in accordance with its current practice; and

8. Representations and Warranties of Seller. Seller represents and warrants to and covenants with Purchaser, as of the date of execution and delivery hereof by Purchaser, that:

(a) As of the date hereof Seller has, and at the Closing, will have, good, marketable and insurable fee simple title to the Property subject only to those exceptions to title as set forth in Exhibit B attached hereto (the "Permitted Exceptions").

(b) At the Closing, there will be no leases, occupancy arrangements or other agreements in effect with respect to the Property, or any portion thereof.

(c) To the actual knowledge of Seller, there are no claims, causes, or causes of action or other litigation or judicial, municipal or administrative proceedings (collectively, "Claims or Proceedings") pending or threatened affecting the Property.

(d) There are no options or agreements to purchase the Property.

(e) No consent by any person or entity to the execution, delivery and performance of this Agreement by Seller is required, other than the delivery by the Board of Directors of appropriate resolution authorizing sale of property to Purchaser, which Seller hereby agrees to deliver to Purchaser.

(f) There are no management agreements, commission agreements, maintenance, repair, service or supply contracts (including janitorial, elevator, scavenger and landscaping agreements) or other contracts or agreements which will be binding upon Purchaser or the Property subsequent to the Closing.

(g) The execution of this Agreement and the consummation of the transactions contemplated herein do not and will not result in a breach of any law, regulations, court order, mortgage, deed of trust, note, bond, indenture, agreement, license or other instrument or obligation to which Seller is now a party or by which Seller or the Property may be bound or affected.

(h) To the actual knowledge of Seller, there is no existing, pending, or contemplated, threatened or anticipated (i) condemnation of any part of the Building or the Property, (ii) special tax or assessment to be levied against the Property, (iii) change in the zoning classification of the Property or (iv) change in the tax assessment of either of the Property.

(i) The provisions of the Illinois Responsible Property Transfer Act, as amended, are not applicable to this transaction.

The foregoing representations and warranties and all items to be delivered by Seller to Purchaser hereunder are true, correct and complete as of the date hereof, and Seller shall provide Purchaser at the Closing with a certificate (the "Certificate") stating that such representations and warranties and such items are true, correct and complete as of the Closing.

9. Representations and Warranties of Purchaser. Purchaser represents and warrants to and covenants with Seller, as of the date of execution and delivery hereof, that:

(a) Purchaser is a Municipal corporation duly organized and validly existing in the State of Illinois.

(b) Purchaser has full power and authority to execute and to deliver this Agreement and all related documents, and to carry out the transactions contemplated

herein, and this Agreement and all instruments and documents delivered pursuant hereto at the Closing will be valid and binding documents enforceable as against Purchaser in accordance with their respective terms.

(c) To Purchaser's actual knowledge, as of the date hereof, there is no litigation, investigation or other proceeding pending or threatened against or relating to Purchaser, which is material to this Agreement, and Purchaser does not, as of the date hereof, know or have reasonable grounds to know of any basis for any such action.

10. Risk of Loss. At all times prior to closing the entire risk of loss or damage to the Buildings by fire or other casualty occurring prior to the closing is and shall be borne and assumed by the Seller. If, after the Contract Date, and prior to Closing, the Buildings or any part thereof shall be destroyed or damaged in an amount in excess of the Material Damage Amount (as defined below), by fire or other casualty, Purchaser shall have the option (to be exercised in the manner hereinafter provided) to terminate this Agreement, in which event the Earnest Money shall be returned immediately to Purchaser and this Agreement shall be null and void and the parties will have no further liability hereunder except as provided in Sections 20 and 24. Seller agrees to give Purchaser notice of any fire or other casualty within forty-eight (48) hours after any such event, and Purchaser may exercise its termination option by delivering written notice thereof to Seller within ten (10) days after Purchaser's receipt of the foregoing notice. In the event of fire or other casualty (A) which causes damage in an amount less than the Material Damage Amount or (B) which gives rise to a right in Purchaser hereunder to terminate this Agreement and Purchaser does not elect to terminate this Agreement, then, Purchaser shall have the right prior to the Closing Date, to control the adjustment and settlement of any insurance claim relating to said damage, and, on the Closing Date, Seller shall assign to Purchaser the interest of Seller in and to any insurance proceeds with respect to said damage and Purchaser shall receive a credit at Closing against the Purchase Price for the amount of any deductible. For the purposes hereof, the term "Material Damage Amount" shall mean damage reasonably determined by Purchaser to be in excess of Seventy-Five Thousand and No/100 Dollars (\$75,000.00).

11. Title Commitment. Survey and Searches.

(a) Not later than fifteen (15) days after the date hereof, Seller shall deliver or cause to be delivered to Purchaser.

(i) A commitment for an ALTA Owners Title Insurance Policy for the Property issued by Chicago Title Insurance Company (the "Title Company") in the amount of the Purchase Price, covering title to the Property on or after the date hereof, showing title to the Property in Seller, subject only to the Permitted Exceptions and providing for an ALTA 3.1 zoning endorsement (amended to include affirmative coverage with respect to parking), a survey endorsement, an access endorsement, an affirmative endorsement over violations of any covenants and restrictions affecting the Property in question, such other endorsements reasonably

required by Purchaser and with full extended coverage over the standard exceptions contained in such policy, together with copies of all recorded documents affecting the title to the Property (the "Title Commitment"). The charges attributable to the Title Commitment, the endorsements and extended coverage shall be borne by Seller; and

(ii) Copies of all documents listed in Schedule B of the Title Commitment;

(b) Not later than fifteen (15) days after the date hereof, Seller shall deliver or cause to be delivered to Purchaser:

(i) Four (4) copies of an ALTA/ACSM Plat of Survey of the Property, prepared by a surveyor licensed under the laws of the state of Illinois, dated as of a date after the Contract Date and certified to Purchaser (or its assignee) and its lender (the "Survey"). The cost of the Survey shall be paid by Seller.

(ii) UCC, judgment, tax and other appropriate searches reasonably acceptable to Purchaser's attorney of appropriate records of the Secretary of State of Illinois and of the Cook County Recorder of Deeds, showing the absence of any security interests, judgments, tax liens and bankruptcy proceedings affecting Seller, or Seller's title to or interest in the Property and the Personal Property, other than the Permitted Exceptions, to the extent applicable thereto (collectively the "Lien Searches").

12. Title Defects. In the event that (a) the Title Commitment discloses any title exceptions other than the Permitted Exceptions, (b) the Survey discloses any encroachments onto the Property from any adjacent property, encroachments by or from the Property onto any adjacent property, violations of or encroachments upon any recorded building lines, restrictions or easements affecting the Property or (c) the Lien Searches disclose any security interests, judgments, tax liens or bankruptcy proceedings affecting Seller's title or interest in the Property or Personal Property other than the Permitted Exceptions to the extent applicable thereto (any such title, survey or Lien Search defect being referred to as a "Defect"), Purchaser shall give Seller notice of each such Defect within fifteen (15) days following Purchaser's receipt of all of the Title Commitment (including copies of all documents of record), the Survey and Lien Searches required to be delivered to Purchaser under this Agreement and Seller shall cause each such Defect to be removed or, if acceptable to Purchaser in Purchaser's sole discretion, insured over by the Title Company prior to the Closing. In the event that Seller does not cause such removal or (if acceptable to Purchaser) insure over such Defect, Purchaser may, upon written notice to Seller prior to closing, cancel this Contract and receive the full return of its earnest money.

13. Closing Documents.

(a) At the Closing, Seller shall deposit or cause to be deposited in a deed and money closing escrow the following, in form and substance reasonably acceptable to Purchaser and its counsel:

- (i) A warranty deed for the property, subject only to the Permitted Exceptions, executed by the President and Attested to by the Secretary of the Altenheim conveying fee simple titled to the Property to Purchaser (and/or its assignee as applicable);
- (ii) A warranty bill of sale and assignment executed by Seller conveying all of the Personal Property to Purchaser (and/or its assignee as applicable), subject only to the Permitted Exceptions;
- (iii) The Certificate executed by Seller;
- (iii) An owner's title insurance policy, dated as of the Closing Date, for the Property in the amount of the Purchase Price or a marked Title Commitment for the Property acceptable to Purchaser in either case insuring fee simple title in Purchaser (and/or its assignee as applicable) as of the Closing Date, subject only to the Permitted Exceptions;
- (iv) An affidavit executed by Seller stating that the sale of the Property is not subject to the withholding tax requirement imposed by Section 1445A of the Internal Revenue Code and the rules and regulations promulgated thereunder;
- (v) A closing statement containing the prorations and adjustments described in Section 26 and elsewhere in this Agreement;
- (vii) Keys to all locks located in the Buildings being conveyed;
- (viii) Such other documents, affidavits, undertakings, certifications and instruments (including without limitation ALTA statements and "gap" undertakings) as may be required by the Title Company to issue its title insurance policy as required herein or as may be required by state or local law (including without limitation state, county and local transfer declarations) and such other documents and instruments as may reasonably be required by Purchaser and its counsel in order to consummate this transaction

and to otherwise effect the intentions and agreements of the parties hereto.

(b) At the Closing, Purchaser shall deposit or cause to be deposited in the deed and money closing escrow the following, in form and substance acceptable to Seller and its counsel:

- (i) The Purchase Price (a portion of which shall be paid from the Earnest Money) plus or minus prorations and credits pursuant to this Agreement;
- (ii) A closing statement containing the customary prorations and adjustments described in Section 26 and elsewhere in this Agreement; and
- (iii) Such other documents and instruments as may reasonably be required by Seller and its counsel in order to consummate this transaction (including state, county and local transfer declarations) and to otherwise effect the intentions and agreements of the parties hereto.

(c) After the Closing, Seller and Purchaser each agrees that it will take such actions and execute and deliver to the other party such further instruments of assignment, conveyance and transfer as may reasonably be requested by the other party to give effect to the transactions contemplated by this Agreement.

14. Closing Expenses. Subject to the other provisions of this Agreement, Seller and Purchaser shall each pay their own legal fees incurred in connection with this Agreement. Subject to the other provisions of this Agreement, Seller shall pay for (a) the Lien Searches, (b) one-half of any deed and money escrow fees, (c) all costs, expenses and charges relating to title (other than customary buyer's charges, the cost of any loan policy and endorsements to any loan policy) (d) the Survey, (e) the recording of Releases of non-Permitted Exceptions, (f) one-half of the fees relating to a New York style closing, and (g) all transfer or conveyance taxes imposed in connection with the purchase of the Property. Purchaser shall pay for: (i) one-half of any Deed and Money Escrow fees, (ii) one-half of the fees relating to a New York style closing, (iii) all costs, expenses and charges relating to the issuance of a loan policy of title insurance and endorsements, and (v) the recording of the warranty deed and any mortgage and related security documents.

15. Survival – Indemnities.

(a) All representations, warranties, indemnities and covenants made by any party in this Agreement shall not be merged into any instrument of conveyance delivered at the Closing and shall survive the Closing.

(b) Seller shall indemnify, defend and hold harmless Purchaser against

any claims, losses, costs or damages, including reasonable attorneys' fees and other costs of defense incurred or arising by reason of any breach of representation, warranty or covenant by Seller or arising from any default by Seller hereunder.

(c) Purchaser shall indemnify, defend and hold harmless Seller against any claims, losses, costs or damages, including reasonable attorneys' fees and other costs of defense, incurred or arising by reason of any breach of representation or warranty by Purchaser or arising from any default by Seller hereunder.

16. Default.

(a) In the event that Purchaser fails to perform any material covenant or agreement contained in this Agreement or if any of Purchaser's warranties or representations contained in this Agreement shall not be true and correct in any material respect (the foregoing being referred to herein as a "Purchaser's Default"), Seller may, as its sole and exclusive remedy, terminate this Agreement by written notice to Purchaser and Seller shall be entitled to be paid the Earnest Money as liquidated damages and not as a penalty and neither party shall have further liability hereunder except as provided in Sections 20 and 24.

(b) In the event Seller fails to perform any material covenant or agreement contained in this Agreement or if any of Seller's warranties or representations contained in this Agreement shall not be true and correct in any material respect (the foregoing being referred to herein as a "Seller's Default"), Purchaser may at its option pursue any remedy available to Purchaser at law or in equity, including an action for specific performance of this Agreement. All of the remedies available to Purchaser hereunder or under applicable law shall be cumulative.

17. Successors and Assigns. Neither party may assign this Agreement or any of their rights hereunder without the prior written consent of the other party. The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

18. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

19. Non-Business Days. If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day

following such Saturday, Sunday, or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Illinois for observance thereof, and the term "business day" means any day for which financial institutions and post offices are generally open in the State of Illinois.

20. Brokers' Commissions. Purchaser and Seller represent and warrant to each other that neither party has dealt with any broker or salesman with respect to this Agreement, or the purchase of the Property.

21. Section Headings. The section headings used herein are descriptive only and shall have no legal force or effect whatsoever.

22. Notices. Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be given in writing and directed to Seller and Purchaser as follows:

It to Seller:

Altenheim German Old Peoples Home
ATTN: Roberta Marunde, President
7824 Madison Street
Forest Park, Illinois 60130
Phone: 708/366-2206
Fax: 708/366-2235

And to Counsel:

Robert E. Senechalle
Attorney at Law
7423 Madison Street
Forest Park, Illinois 60130
Phone: 708/771-4400
Fax: 708/771-4447

To Purchaser:

Village of Forest Park
ATTN: Mayor Anthony Calderone
517 DesPlaines Avenue
Forest Park, Illinois 60130
Phone: 708/366-2323
Fax: 708/488-0361

And to Counsel:

Sharon A. O'Shea
Attorney at Law
7346 Madison Street
Forest Park, Illinois 60130
Phone: 708/366-0126
Fax: 708/366-6432

Notices shall be either (a) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (b) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date of delivery set forth in the return receipt, (c) sent by facsimile at the telephone numbers indicated above, in which case they shall be deemed received on the confirmation date indicated on such facsimile or (e) sent by air courier (Federal Express or like service), in which case they shall be deemed received on the date of delivery set forth in the courier's receipt.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

24. Litigation. In the event of litigation between the parties with respect to the Property, this Agreement, the performance of their obligations (in whole or in part) hereunder or the effect of a termination hereunder, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including reasonable attorneys' fees. Notwithstanding any provision of this Agreement to the contrary, the obligations of the parties under this Section 24 will survive any termination of this Agreement.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

26. Prorations and Adjustments. The following shall be prorated and adjusted between Seller and Purchaser at and as of the Closing Date against the cash portion of the Purchase Price, except as otherwise specified:

(a) Water, electricity, sewer, gas, telephone and other utility charges based on final meter readings and final invoices.

(b) Such other items that are customarily prorated in transactions of this nature shall be ratably prorated.

For purposes of calculating prorations, Seller shall be deemed to be in title to the Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the year and month which shall have elapsed as of the Closing Date. All prorations shall be final. Bills received after the Closing which relate to expenses incurred, services performed or other amounts allocable to the period prior to the Closing Date shall be paid by Seller. Any bills received after the Closing Date with respect to expenses for which Purchaser has received a proration credit under this Agreement shall be paid by Purchaser.

27. Attorney Review and Approval. Both parties hereto agree that their respective attorneys may review and make modifications, other than stated purchase price, mutually acceptable to the parties, within Ten (10) calendar days from the date of acceptance of the Purchase Agreement. If the parties do not agree and written notice is given to the other party within the specified time, then this Purchase Agreement shall become null and void and all monies paid by Purchaser shall be refunded. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE SPECIFIED TIME HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS PURCHASE AGREEMENT SHALL BE IN FULL FORCE AND EFFECT. The parties agree that during the above stated period the Sellers property will not be shown to prospective purchasers.

28. The closing shall be structured to facilitate the separate purchase of personal property, if any, and all closing documents (including HUD Statement) are to reflect same. The Purchaser shall reasonably determine price allocations for land and building components and the closing documents shall reflect such allocations.

29. Restriction on Use of Property by Purchaser. Anything in this Agreement to the contrary notwithstanding, the parties agree that Purchaser at all times from and after the closing date is prohibited from constructing improvements on the property or from developing the Property except as follows:

- a. Purchaser may develop eight (8) acres of the Property into residential dwelling units, or any other use permitted under R-1 and R-2 of the Zoning Ordinance of the Village of Forest Park, provided that such use will not interfere with the reasonable, quiet enjoyment by the residents of the A and B Buildings of their apartments and of the surrounding property retained by the Altenheim.
- b. Purchaser may use the existing buildings on the Property for governmental office type business, as it shall reasonably determine, provided that such use will not interfere with the reasonable, quiet enjoyment by the residents of the A and B Buildings of their apartments and of the surrounding property retained by the Altenheim.

The parties agree that the foregoing restrictions on use shall be restrictions appearing on the face of the Deed and shall be permitted exceptions under all applicable paragraphs of the Purchase Agreement, including Paragraph 13 (a)(i). The parties further agree that any material violation by Purchaser of any of the foregoing restrictions on use shall cause irreparable harm to Seller for which Seller would have no adequate remedy at law. The parties agree that any material violation by Purchaser of any restriction on use shall be the proper subject for injunctive relief in Chancery against said violation.

The parties further agree that the foregoing restrictions on use shall run with the land and be binding on Purchaser and all subsequent owners of the property, however, these restrictions on use shall expire when there shall cease to be any occupants residing either in the A or B Buildings or in any Buildings constructed in their place as replacement buildings.

The Purchaser agrees to maintain the Property in good repair and to use same so as to not interfere with the reasonable use and enjoyment by the residents of A and B Buildings of their apartments and of the surrounding property retained by the Altenheim.

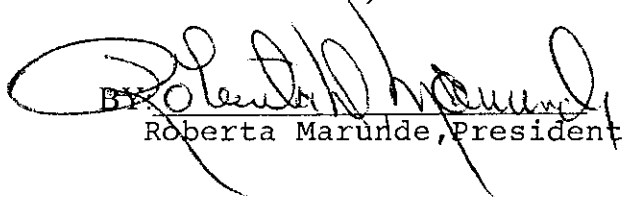
The parties agree that they will cooperate in facilitating the separation of

the portion of the C Building to be retained by Seller, if feasible from an engineering, structural and financial prospective and acceptable to both parties, from the portion of said building being conveyed to Purchaser.

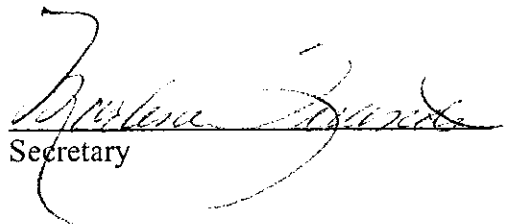
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

SELLER:

**ALTENHEIM (GERMAN OLD
PEOPLES HOME)**

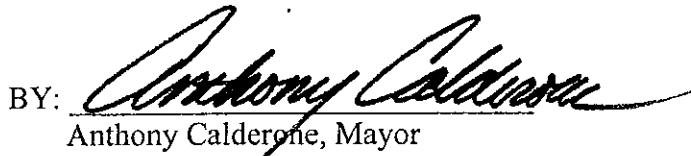
BY: 
Roberta Marunde, President

ATTEST:


Secretary

PURCHASER:

VILLAGE OF FOREST PARK

BY: 
Anthony Calderone, Mayor

ATTEST:

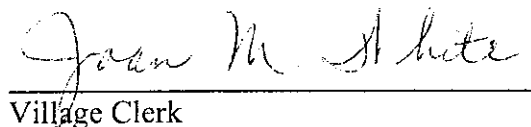

Village Clerk

EXHIBIT A

Legal Description of Property

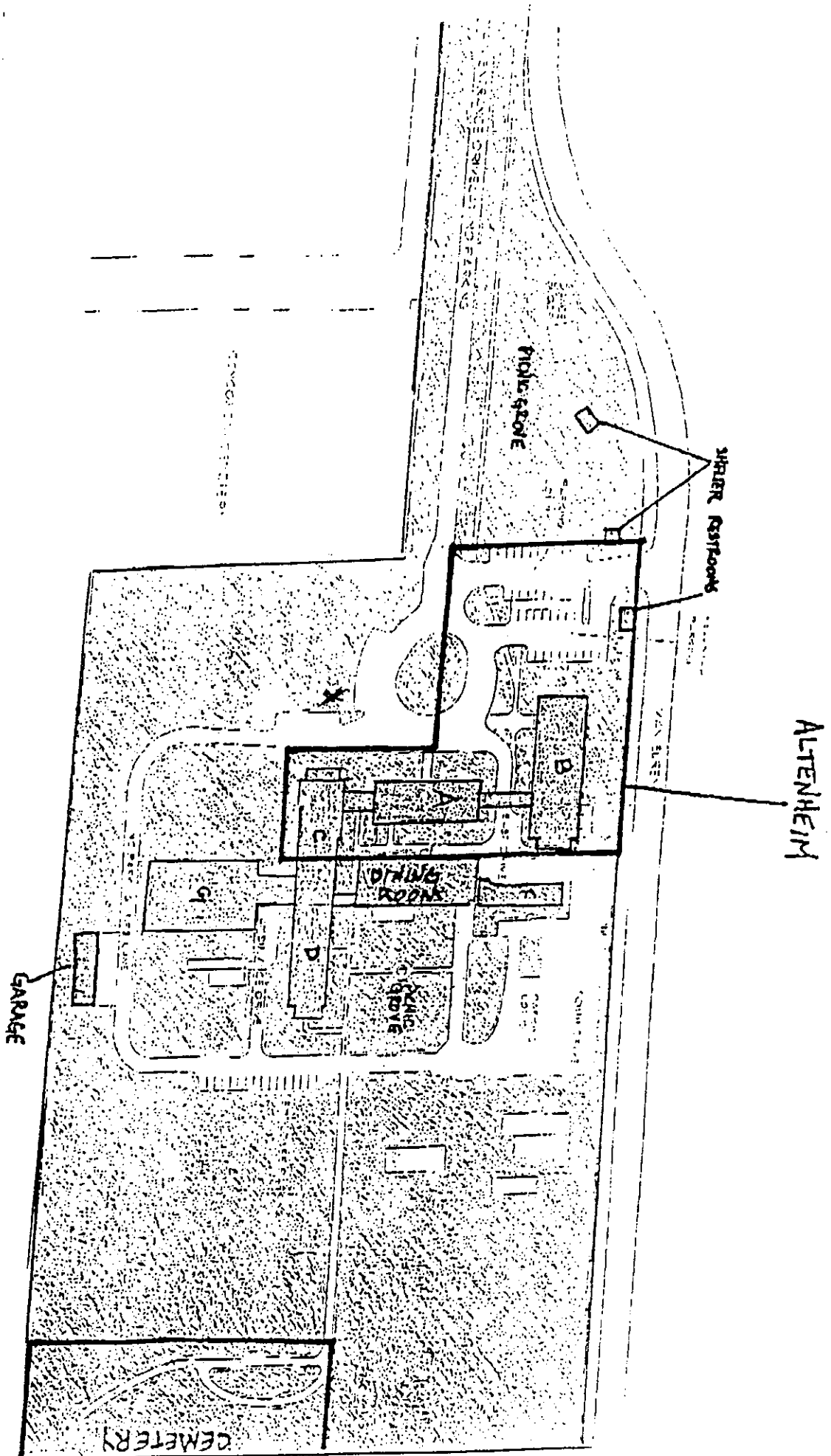


EXHIBIT B

Permitted Exceptions

1. Taxes not yet due and payable
2. Covenants, conditions and restrictions of record which do not interfere with this use of the Buildings for office or retail uses
3. Easements of record which do not underlie the Buildings, including that certain foundation easement set forth as exception number 8 in Schedule B to the Chicago Title Insurance Company Owner's Title Commitment (No. 1410007737408), dated May 13, 1998, pertaining to the Property.
4. Acts of Purchaser
5. Easement for ingress and egress to Building A and Building B

EXHIBIT C

Allocation of Purchase Price to Property

Land
Building
Personal
Property

EXHIBIT A

Legal Description of Property

A PARCEL OF LAND COMPRISING ALL THAT PART OF THE EAST 345 FEET OF LOT 1 IN NOYESVILLE (PORTERS) SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A LINE RUNNING PARALLEL WITH AND 25 FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT 240 FEET WEST OF THE NORTHEAST 1/4 OF SAID WEST 1/2 OF THE NORTHWEST 1/4, THENCE EXTENDING SOUTH PARALLEL TO THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 105.50 FEET; THENCE EXTENDING SOUTHEASTERLY IN A CURVED TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 400 FEET, A DISTANCE OF 193.16 FEET; THENCE EXTENDING SOUTHEASTERLY TANGENT TO THE LAST DESCRIBED COURSE, 147.57 FEET THENCE EXTENDING SOUTHERLY ON CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 400 FEET, A DISTANCE OF 193.16 FEET; THENCE EXTENDING SOUTH TO A POINT IN THE SOUTH LINE OF SAID LOT 1 THERE TERMINATING, SAID POINT BEING 80 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13 (EXCEPTING THEREFROM A TRACT OF LAND IN THE WEST 80 FEET OF THE EAST 345 FEET OF SAID LOT 1 DESCRIBED AS FOLLOWS:

BEGINNING 289 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, AFORESAID, IN A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4; THENCE EAST ON SAID PARALLEL LINE 24 FEET; THENCE SOUTH PARALLEL TO SAID EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 24 FEET; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING);

ALSO

LOT 4 (EXCEPTING THAT EAST 105 FEET THEREOF) AND THAT PART OF LOT 5 LYING NORTHERLY OF THE NORTHERLY LINE OF THE 66 FOOT RIGHT OF WAY OF THE CHICAGO AND GREAT WESTERN RAILWAY, FORMERLY THE MINNESOTA AND NORTHWESTERN RAILWAY, (EXCEPTING THE EAST 105 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 5, AND EXCEPTING THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, AFORESAID, WITH THE NORTHERLY LINE OF THE SAID 66 FOOT RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILWAY, FORMERLY THE MINNESOTA AND NORTHWESTERN RAILWAY; THENCE NORTH 82 DEGREES 08 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 266 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 70 DEGREES 49 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 167.81 FEET TO A POINT IN A LINE 105 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4; THENCE SOUTH IN SAID PARALLEL LINE TO A POINT IN SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 82 DEGREES 08 MINUTES 44 SECONDS WEST IN SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 160.01 FEET TO THE POINT OF BEGINNING) IN NOYESVILLE (PORTERS) SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PIN: 15-13-100-010-0000
15-13-100-013-0000

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF FILING

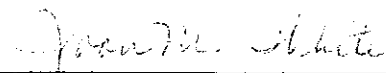
We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting Village Clerk and Village Treasurer of the Village of Forest Park, Cook County, Illinois (the "*Village*"), and as such officers we do hereby certify that on the 22nd day of October, 2001 there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of Ordinance Number 0-43-01, passed by the Board of the Village, on the 22nd day of October, 2001, and approved by the Mayor, and entitled:

AN ORDINANCE of the Village of Forest Park, Cook County, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of acquiring land and replacing water meters within the Village, and authorizing and providing for the issue of \$4,600,000 General Obligation Debt Certificates (Limited Tax), Series 2001, evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing for the security for and means of payment under the Agreement of the Certificates.

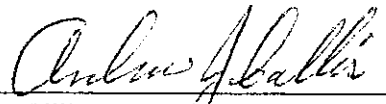
and that the same has been deposited in, and all as appears from, the official files and records of our respective offices.

IN WITNESS WHEREOF we have hereunto affixed our official signatures and the seal of the Village, at Forest Park, Illinois, this 22nd day of October, 2001.

[SEAL]



Village Clerk



Village Treasurer

RECIPROCAL AGREEMENT

This RECIPROCAL AGREEMENT (the "Agreement") is made as of this 13th day of December, 2001 between the VILLAGE OF FOREST PARK, a Municipal Corporation ("Village") and the ALTENHEIM (German Old Peoples' Home) ("Altenheim"), as follows:

RECITALS

WHEREAS, Altenheim is the owner of record of a parcel of real estate located in Forest Park, Cook County, Illinois, the legal description of which parcel is attached hereto as Exhibit "A" (the "Altenheim Parcel"); and

WHEREAS, the Village has this day purchased from Altenheim a parcel of real estate located in Forest Park, Cook County, Illinois which adjoins the Altenheim parcel, the legal description of which is attached hereto as Exhibit "B" (the "Village Parcel"); and

WHEREAS, the two parcels which are the subject matter of this Agreement were, until this date, a single parcel, the division of which has produced the Altenheim parcel and the Village parcel; and

WHEREAS, the electrical, gas, sewer, water and telephone lines which service the entire property run in various places across both the Altenheim and Village parcels; and

WHEREAS, the Village and Altenheim now each own a portion of a Building, commonly known as the "C" Building; and

WHEREAS, the Village and Altenheim recognize that their mutual cooperation and accommodation will enhance their use, benefit and enjoyment of their respective properties, and is in their mutual best interest.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties as set forth below, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Altenheim agrees to permit the Village to use the 11 parking spaces on the North end of the Altenheim parking lot for special Village events, at such times as the Village shall reasonably request in advance, provided that such use by the Village will not interfere, in the Altenheim's reasonable discretion, with the use by the Altenheim and its residents, guests, employees and invitees of any such parking spaces. Village agrees that it will be responsible for performing routine maintenance and snow removal on all Altenheim parking lots and driveways. The Altenheim agrees that it will share 50/50 with the Village in the cost of such maintenance and snow plowing.

2. Village agrees to permit the Altenheim to use the 9 existing parking spaces located on the northeast portion of the Village parcel, just north of the "C" Building, for Altenheim special events, at such times as the Altenheim shall reasonably request in advance, provided that such use by the Altenheim will not interfere, in the Village's reasonable discretion, with the use by the Village, its employees, agents, guests and invitees of any such parking spaces of the Village.

3. Altenheim agrees to permit the Village to use the washroom building on the Altenheim parcel, which building is across the driveway to the south from the existing picnic grove. Village may use the washroom building, upon prior request, in connection with its use of the picnic grove. Village shall, at its sole expense, maintain said building and pay all costs

associated with the maintenance and upkeep of the Building, including water and electric, repair and restoration. The Village shall maintain liability insurance for said building with limits and coverages reasonably acceptable to Altenheim and shall name Altenheim as an additional insured on said policy. Village will protect and indemnify the Altenheim from all loss, claims or damages of every kind, including reasonable attorneys fees, which may be incurred by the Altenheim arising out of the Village's use of the washroom Building.

4. Village agrees that Altenheim may, for December of 2001 and for the first 4 months of 2002, store its bus and its pick-up truck in the Aluminum sided garage located on the west side of the Village Parcel. Effective 5/1/02 the Altenheim's rights under this paragraph shall terminate. The Altenheim shall be responsible for insuring its said vehicles and shall assume the full risk of any loss or damage to the vehicles which may result from its use of the Village's garage, unless said loss is caused by the negligence or wilful misconduct of the Village, its agents or employees. Altenheim will protect and indemnify the Village from all loss, claims or damages of every kind, including reasonable attorneys fees, which may be incurred by the Village arising out of the Altenheim's use of the said garage.

5. Village agrees that for the remainder of December, 2001 and thru April 30, 2002 it will operate the boiler and hot water heater in the "G" building so as to provide reasonable heat and hot water to the Link and to that portion of the "C" building being retained by the Altenheim. The Altenheim agrees to make its building engineer reasonably available to the Village for consultation regarding the operation and maintenance of the boiler, the hot water heater and on any other mechanical or "systems" consultations which the Village may reasonably request. The Altenheim's rights and obligations under this paragraph shall terminate on May 1, 2002.

6. The Village agrees that thru April 30, 2002, it will permit the Altenheim to continue to use electricity and water coming from the "G" Building for the Altenheim's operation of its portion of the "C" Building and of the Link. The Altenheim shall pay its prorata share of the bill for electricity and water supplied to the Altenheim's portion of the "C" Building and the Link.

7. The Village agrees that, until such time as the Altenheim is able to cause the gas company to install a separate meter for the gas line where it enters the Altenheim's portion of the "C" Building, the Village will permit the Altenheim to continue to use the existing gas supply from the Village parcel for the Altenheim's portion of the "C" Building and the Link. The Altenheim agrees to pay the Village for the Altenheim's prorata share of gas used for its portion of the "C" Building and the Link.

8. The Altenheim and the Village acknowledge that there are water pipe lines, electrical lines, gas lines, sewer lines, telephone lines, water mains, sewer mains and other utilities ("utility lines") running under ground throughout the Village parcel and the Altenheim parcel. The Altenheim and the Village further recognize that it is essential to their respective abilities to continue to use and enjoy their respective parcels, that these utility lines remain in place, undisturbed and available for use at their current locations by both the Village and the Altenheim; provided, however, that if either the Village or the Altenheim determines that it must relocate an existing utility line to a different location on its parcel, it may do so at its own cost and expense. The party electing to relocate the utility line must do so expeditiously and at minimal disruption of service to the other party. The party relocating the utility line must promptly restore same and grant an easement for same to the applicable utility.

9. The Village agrees that the Altenheim will have reasonable access to enter the Village parcel to repair and maintain any existing utility lines which service the Altenheim parcel. The Altenheim agrees that the Village will have reasonable access to enter the Altenheim parcel to repair and maintain any existing utility lines which service the Village parcel.

10. The Village and the Altenheim agree that the foregoing covenants regarding access to the other's parcel for the use of the utilities and for access to the utility lines and easements shall be covenants in perpetuity which shall run with the land and shall be binding on all subsequent grantees, owners, and lessee's of either the Altenheim parcel or the Village parcel.

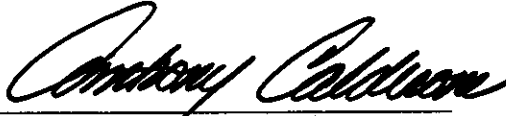
11. To the extent that either the Altenheim or the Village determines that the utility easement covenants contained in this Agreement should be reduced to a formal Easement Agreement and recorded of record, the other party agrees to enter into such an Easement Agreement, which incorporates the terms, provisions and intentions set forth herein.

12. The Village hereby grants to the Altenheim an easement in perpetuity across the Village parcel, or at the Village's option, across the Village owned property to the South of the Altenheim's Cemetery, for ingress and egress by the Altenheim, its guests, employees, agents and invitees to and from the said Cemetery. (The Cemetery is legally described on the second page of Exhibit A, hereto.) The easement shall run with the land; the purpose of the easement is to permit visitation and maintenance at the Cemetery and for such other uses related to the ownership of the Cemetery and the land on which it is located, as the Altenheim shall reasonably determine. The Village agrees that it will, within 14 days, present the formal easement agreement required under this paragraph to the Altenheim for its approval and recording.


13. The Village, for itself, its successors and assigns, agrees that it will preserve and maintain the existing brick columns and canopy style entrance with the inscription "ALTENHEIM" ("Altenheim Entrance") located at the present Madison Street entrance to the Village Parcel. The Altenheim Entrance shall be preserved and maintained by the Village so that its appearance, composition and sign designation "ALTENHEIM" remain as close as reasonably possible to its present condition.

IN WITNESS WHEREOF, the undersigned parties have executed this Reciprocal Agreement on the date and year first written above.

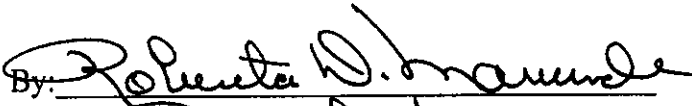
VILLAGE OF FOREST PARK,
a Municipal Corporation

By: 
Its: MAYOR


ATTEST:


Village Clerk

ALTENHEIM (German Old Peoples' Home).
an Illinois Not-For Profit Corporation

By: 
Its: President

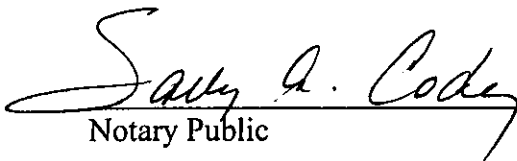
ATTEST:


Corporate Secretary

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned, a Notary Public in the State of Illinois, County of Cook do hereby certify that Anthony T. Calderone and Joan M. White, the Mayor and Village Clerk, respectively, of the Village of Forest Park, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Municipal Corporation, for the uses and purpose therein set forth.

GIVEN under my hand and Notarial seal this 13 day of December, 2001.

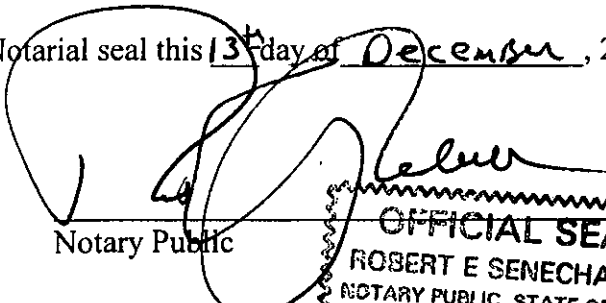

Notary Public


STATE OF ILLINOIS)
)
COUNTY OF COOK)



The undersigned, a Notary Public in the state of Illinois, County of Cook do hereby certify that Roberta Marunde and Marlene Quandt, the President and Secretary respectively of the Altenheim, (German Old Peoples' Home), personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 purpose therein set forth.

GIVEN under my hand and Notarial seal this 13th day of December, 2001.


Notary Public



"The Altenheim Parcel"
(page 1 of 2 pages)

A PARCEL OF LAND COMPRISING PARTS OF LOTS 1 AND 4 IN NOYESVILLE (PORTERS) SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4, BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 4 TO AN INTERSECTION POINT WITH A LINE 105.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4, BEING THE POINT OF BEGINNING FOR SAID PARCEL OF LAND; THENCE SOUTH ALONG SAID PARALLEL LINE, 280.28 FEET; THENCE WEST, 335.29 FEET, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 4; THENCE NORTH, 100.72 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 4; THENCE EAST ALONG A LINE FORMING AN ANGLE OF 95 DEGREES 39 MINUTES, 37 SECONDS TO THE LEFT WITH THE LAST DESCRIBED COURSE, 2.10 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 109 DEGREES 09 MINUTES 39 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED COURSE, 15.40 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONVEX TO THE NORTHWEST HAVING A RADIUS OF 5.00 FEET; THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE 6.31 FEET; THENCE EASTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE. 37.73 FEET; THENCE NORTH, 35.64 FEET, ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 4 TO THE BEGINNING OF A TANGENT CURVE, CONVEX TO THE WEST HAVING A RADIUS OF 179.62 FEET; THENCE NORTHERLY ALONG SAID CURVE, 72.93 FEET, TO THE BEGINNING OF A COMPOUND CURVE CONVEX TO THE WEST HAVING A RADIUS OF 47.85 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 17.19 FEET; THENCE SOUTHEASTERLY ALONG A NON-TANGENT LINE FORMING AN ANGLE TO THE LEFT OF 100 DEGREES 59 MINUTES 06 SECONDS WITH THE TANGENT OF THE LAST DESCRIBED CURVE, 14.80 FEET, TO THE BEGINNING OF A TANGENT CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 3.86 FEET; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE, 5.92 FEET, TO THE BEGINNING OF A REVERSE CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 118.18 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 31.15 FEET, TO THE BEGINNING OF A REVERSE CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 16.10 FEET; THENCE NORTHERLY ALONG SAID CURVE, 14.14 FEET; THENCE NORTH ALONG A TANGENT LINE, 37.69 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 165 DEGREES 10 MINUTES 37 SECONDS WITH THE LAST DESCRIBED COURSE, 21.00 FEET, TO A POINT ON A LINE 48.98 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1; THENCE EAST, 213.76 FEET, ALONG SAID PARALLEL LINE TO A POINT ON A LINE 105.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1; THENCE SOUTH ALONG SAID PARALLEL LINE, 48.98 FEET, TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

"The Altenheim Parcel"
(page 2 of 2 pages)

AND

THAT PART OF LOT 5 IN NOYESVILLE (PORTERS) SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 6 WHICH IS 104.83 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE EAST LINE OF LOT 5, A DISTANCE OF 288.72 FEET TO A POINT WHICH IS 373.70 FEET WEST OF THE EAST LINE OF LOT 5; THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF LOT 5, A DISTANCE OF 188.94 FEET TO A POINT ON THE NORTHERLY LINE OF THE 66.0 FEET RIGHT OF WAY OF THE CHICAGO & GREAT WESTERN RAILWAY, FORMERLY THE MINNESOTA & NORTHWESTERN RAILWAY; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE. A DISTANCE OF 291.47 FEET TO THE WEST LINE OF SAID LOT 5; THENCE NORTH ALONG THE WEST LINE OF LOT 5, A DISTANCE OF 149.11 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

EXHIBIT A
(page 2 of 2 pages)

"THE VILLAGE PARCEL"
(page 1 of 3 pages)

A PARCEL OF LAND COMPRISING ALL THAT PART OF THE EAST 345.00 FEET OF LINE 1 IN NOYESVILLE (PORTERS) SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A LINE RUNNING PARALLEL WITH AND 25.00 FEET; DISTANT WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 240.00 FEET WEST OF THE NORTHEAST ¼ CORNER OF SAID WEST ½ OF THE NORTHWEST ¼, THENCE EXTENDING SOUTH PARALLEL TO THE EAST LINE OF SAID WEST ½ OF THE NORTHWEST ¼, A DISTANCE OF 105.50 FEET; THENCE EXTENDING SOUTHEASTERLY IN A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 24.00 FEET, A DISTANCE OF 193.16 FEET; THENCE EXTENDING SOUTHEASTERLY TANGENT TO THE LAST DESCRIBED COURSE, 147.57 FEET; THENCE EXTENDING SOUTHERLY ON A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 900.00 FEET, A DISTANCE OF 193.16 FEET; THENCE EXTENDING SOUTH TO A POINT IN THE SOUTH LINE OF SAID LOT 1 AND THERE TERMINATING, SAID POINT BEING 80.00 FEET WEST OF THE EAST LINE OF SAID WEST ½ OF THE NORTHWEST ¼ OF SECTION 13 (EXCEPTING THEREFROM A TRACT OF LAND IN THE WEST 80.00 FEET OF THE EAST 345.00 FEET OF SAID LOT 1 DESCRIBED AS FOLLOWS: BEGINNING 289.00 FEET WEST OF THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 13, AFORESAID, IN A LINE 33.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID WEST ½ OF THE NORTHWEST ¼; THENCE EAST ON SAID PARALLEL LINE 24.00 FEET, THENCE SOUTH PARALLEL TO SAID EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼. 24.00 FEET: THENCE NORTHWESTERLY TO THE POINT OF BEGINNING).

ALSO

LOT 4 (EXCEPTING THE EAST 105.00 FEET THEREOF) AND THAT PART OF LOT 5 LYING NORTHERLY OF THE NORTHERLY LINE OF THE 66.00 FEET RIGHT OF WAY OF THE CHICAGO & GREAT WESTERN RAILWAY, FORMERLY THE MINNESOTA & NORTHWESTERN RAILWAY, (EXCEPTING THE EAST 105.00 FEET, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE, OF SAID LOT 5, AND EXCEPTING THE FOLLOWING DESCRIBED TRACT OF LAND; COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 13, AFORESAID, WITH THE NORTHERLY LINE OF THE SAID 66.00 FEET RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILWAY, FORMERLY THE MINNESOTA & NORTHWESTERN RAILWAY, THENCE NORTH 82 DEGREES 08 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE. FOR A DISTANCE OF 266.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 70 DEGREES 49 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 167.81 FEET TO A POINT IN A LINE 105.00 FEET WEST OF AND

PARALLEL WITH THE EAST LINE OF SAID WEST ½ OF THE NORTHWEST ¼;
THENCE SOUTH IN SAID PARALLEL LINE TO A POINT IN SAID NORTHERLY RIGHT
OF WAY LINE; THENCE NORTH 82 DEGREES 08 MINUTES 44 SECONDS WEST IN
SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 160.01 FEET TO THE
POINT OF BEGINNING), IN NOYESVILLE (PORTERS) SUBDIVISION AFORESAID, ALL
IN COOK COUNTY, ILLINOIS

EXCEPT THE FOLLOWING DESCRIBED PARCELS:

THAT PART OF LOT 5 IN NOYESVILLE (PORTERS) SUBDIVISION OF THE WEST ½ OF
THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF
THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A
POINT ON THE WEST LINE OF SAID LOT 6 WHICH IS 104.83 FEET SOUTH OF THE
NORTHWEST CORNER OF SAID LOT; THENCE EAST ALONG A LINE WHICH IS
PERPENDICULAR TO THE EAST LINE OF LOT 5, A DISTANCE OF 288.72 FEET TO A
POINT WHICH IS 373.70 FEET WEST OF THE EAST LINE OF LOT 5; THENCE SOUTH
ALONG A LINE PARALLEL TO THE EAST LINE OF LOT 5, A DISTANCE OF 188.94
FEET TO A POINT ON THE NORTHERLY LINE OF THE 66.0 FEET RIGHT OF WAY OF
THE CHICAGO & GREAT WESTERN RAILWAY, FORMERLY THE MINNESOTA &
NORTHWESTERN RAILWAY; THENCE NORTHWESTERLY ALONG SAID RIGHT OF
WAY LINE, A DISTANCE OF 291.47 FEET TO THE WEST LINE OF SAID LOT 5;
THENCE NORTH ALONG THE WEST LINE OF LOT 5, A DISTANCE OF 149.11 FEET TO
THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

A PARCEL OF LAND COMPRISING PARTS OF LOTS 1 AND 4 IN NOYESVILLE
(PORTERS) SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 13,
TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN
DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID
LOT 4, BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WEST
ALONG THE NORTH LINE OF SAID LOT 4 TO AN INTERSECTION POINT WITH A LINE
105.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4, BEING
THE POINT OF BEGINNING FOR SAID PARCEL OF LAND; THENCE SOUTH ALONG
SAID PARALLEL LINE, 280.28 FEET; THENCE WEST, 335.29 FEET, ALONG A LINE
PARALLEL WITH THE NORTH LINE OF SAID LOT 4; THENCE NORTH, 100.72 FEET
ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 4; THENCE EAST
ALONG A LINE FORMING AN ANGLE OF 95 DEGREES 39 MINUTES, 37 SECONDS TO
THE LEFT WITH THE LAST DESCRIBED COURSE, 2.10 FEET; THENCE NORTHERLY
ALONG A LINE FORMING AN ANGLE OF 109 DEGREES 09 MINUTES 39 SECONDS TO
THE RIGHT WITH THE LAST DESCRIBED COURSE, 15.40 FEET, TO THE BEGINNING
OF A TANGENT CURVE, CONVEX TO THE NORTHWEST HAVING A RADIUS OF 5.00
FEET; THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE 6.31 FEET;
THENCE EASTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE.

37.73 FEET; THENCE NORTH, 35.64 FEET, ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 4 TO THE BEGINNING OF A TANGENT CURVE, CONVEX TO THE WEST HAVING A RADIUS OF 179.62 FEET; THENCE NORTHERLY ALONG SAID CURVE, 72.93 FEET, TO THE BEGINNING OF A COMPOUND CURVE CONVEX TO THE WEST HAVING A RADIUS OF 47.85 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 17.19 FEET; THENCE SOUTHEASTERLY ALONG A NON-TANGENT LINE FORMING AN ANGLE TO THE LEFT OF 100 DEGREES 59 MINUTES 06 SECONDS WITH THE TANGENT OF THE LAST DESCRIBED CURVE, 14.80 FEET, TO THE BEGINNING OF A TANGENT CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 3.86 FEET; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE, 5.92 FEET, TO THE BEGINNING OF A REVERSE CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 118.18 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 31.15 FEET, TO THE BEGINNING OF A REVERSE CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 16.10 FEET; THENCE NORTHERLY ALONG SAID CURVE, 14.14 FEET; THENCE NORTH ALONG A TANGENT LINE, 37.69 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 165 DEGREES 10 MINUTES 37 SECONDS WITH THE LAST DESCRIBED COURSE, 21.00 FEET, TO A POINT ON A LINE 48.98 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1; THENCE EAST, 213.76 FEET, ALONG SAID PARALLEL LINE TO A POINT ON A LINE 105.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1; THENCE SOUTH ALONG SAID PARALLEL LINE, 48.98 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

"THE EASEMENT PARCELS"

A STRIP OF LAND 16.00 FEET WIDE ACROSS THAT PART OF LOT 4 IN NOYESVILLE (PORTERS) SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF A LINE 105.00 FEET WEST OF THE EAST LINE OF LOT 4 AND LYING NORTH OF A LINE 280.28 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4 AND LYING 8.0 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON A LINE 105.00 FEET WEST OF THE EAST LINE OF SAID LOT 4 AND 243.85 FEET SOUTH OF THE NORTH LINE OF SAID LOT 4; THENCE WEST, 2.48 FEET, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 4 TO THE BEGINNING OF A TANGENT CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 35.00 FEET; THENCE WESTERLY AND SOUTHERLY ALONG SAID CURVE, 51.62 FEET; THENCE SOUTH ALONG A TANGENT LINE, 4.80 FEET TO A LINE 280.28 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4, BEING THE TERMINUS OF SAID DESCRIBED LINE, IN COOK COUNTY, ILLINOIS.

AND

A STRIP OF LAND 16.00 FEET WIDE ACROSS THAT PART OF LOTS 1 AND 4 IN NOYESVILLE (PORTERS) SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF A LINE 105.00 FEET WEST OF THE EAST LINES OF LOTS 1 AND 4 AND LYING EAST OF A LINE 392.48 FEET WEST OF THE EAST LINES OF SAID LOTS 1 AND 4 AND LYING 8.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE INTERSECTION OF A LINE 105.00 FEET WEST OF THE EAST LINE OF SAID LOT 1 AND A LINE 17.04 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1; THENCE WEST ALONG SAID PARALLEL LINE, 146.72 FEET, TO THE BEGINNING OF A TANGENT CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 68.80 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 56.58 FEET; THENCE SOUTHWESTERLY ALONG A TANGENT LINE, 52.04 FEET, TO THE BEGINNING OF A TANGENT CURVE CONVEX TO THE WEST HAVING A RADIUS OF 51.13 FEET; THENCE SOUTHERLY ALONG SAID CURVE, 38.13 FEET; THENCE SOUTH ON A TANGENT LINE 21.42 FEET, TO THE BEGINNING OF A TANGENT CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 40.16 FEET; THENCE SOUTHERLY AND WESTERLY ALONG SAID CURVE, 57.65 FEET, TO A LINE 392.48 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4 BEING THE TERMINUS OF SAID DESCRIBED LINE, IN COOK COUNTY, ILLINOIS.

EXHIBIT C