

**NOTICE OF PUBLIC SALE OF REAL PROPERTY
IN ORANGEVILLE COMMUNITY UNIT SCHOOL DISTRICT 203,
STEPHENSON COUNTY, ILLINOIS**

Notice is hereby given that the Board of Education of Orangeville Community Unit School District No. 203, Stephenson County, Illinois, will accept sealed bids for the sale of the following described property until 2:00 p.m. on the 8th day of May, 2019 at the District office, 201 S. Orange Street, Orangeville, Illinois, 60160, at which time and place bids will be opened and publicly read aloud:

310 S. East Street, Orangeville, Illinois 61060
PIN - 16-03-36-332-011 & 16-03-36-332-012

The sealed envelopes shall have the following information printed on the outside:

1. BID FOR PURCHASE OF SCHOOL PROPERTY OF ORANGEVILLE COMMUNITY UNIT SCHOOL DISTRICT NO. 203
2. NAME AND ADDRESS OF BIDDER

The sale will be made subject to the following terms:

- A. Earnest Money. Each bidder shall submit a certified check made payable to the Board of Education of Orangeville Community Unit School District No. 203 in the amount of ten percent (10%) of the sale price as earnest money with the sealed bid. The earnest money shall be applied to the purchase price upon consummation of the sale. Certified checks submitted by unsuccessful bidders shall be returned to them within 5 working days of the date of receiving bids. Should the successful bidder fail to perform under the terms and conditions set forth herein the earnest money shall be forfeited as liquidated damages and the contract of sale shall thereafter become null and void.

- C. Execution of Contract. Upon the Board of Education's acceptance of any bid at the bid opening, the successful bidder shall immediately execute a purchase contract with the Board subject to the terms and conditions as set forth in this Notice of Public Sale.
- D. Time of Closing. The closing date on the sale shall be on September 1, 2019.
- E. Possession. Possession shall be delivered to Buyer at closing.
- F. AS IS Condition. The Board of Education is selling the property AS IS and makes no representations or warranties regarding the condition or habitability of the property or any buildings thereon.
- G. Quitclaim Deed. The Board of Education of Orangeville Community Unit School District No. 203, Stephenson County, shall convey title to the aforescribed real property to the Buyer, by quitclaim deed, subject to the following, if any:
- (1) covenants, conditions, and restrictions of record as to use and occupancy;
 - (2) private, public, and utility easements;
 - (3) roads and highways;
 - (4) party walls and agreements, driveways, walks, and passageways;
 - (5) special taxes or assessments for improvements not yet completed;
 - (6) installments not due at the date of closing of any special tax or assessment for improvements heretofore completed;
 - (7) general taxes for the year 2019 and subsequent years;
 - (8) zoning laws and ordinances;

(9) any unconfirmed special tax or assessment or conditions, covenants, and restrictions of record as to use and occupancy.

- I. Tax Exempt Status/ Prorations. This property is tax exempt. If prior to closing, the property is declared taxable for the period of time prior to the date of conveyance, or if other similar items are outstanding, such taxes and items will be prorated upon receipt of the final tax bill for the year in question. If the property becomes taxable after the date of conveyance, taxes shall be the sole and exclusive responsibility of the Buyer. Unascertainable prorations shall be based on the most recent ascertainable taxes or similar items. All prorations are final.
- J. Survey. That not less than fourteen (14) days prior to closing date, the Buyer will be furnished a current plat of survey of the aforescribed real property prepared by a licensed surveyor at Seller's expense.
- K. Time of the Essence. Time is of the essence. Should the Buyer fail to perform under the terms and conditions herein, upon notice to successful bidder of its default, the earnest money shall be forfeited as liquidated damages and the contract of sale shall thereupon become null and void.
- L. Title Commitment Policy. That not less than fourteen (14) days prior to closing, the Buyer will be furnished with a title commitment for an owner's title insurance policy issued by a title company licensed to do business in the State of Illinois in the amount of the purchase price, subject to the items listed above and other standard exceptions contained in the policy and 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 using 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 conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Buyer an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions or defects in the title disclosed by the survey, as to which the title insurer commits to extend insurance in the manner specified below.

M. Exceptions to Policy. If the title commitment or plat of survey discloses either unpermitted exceptions or survey matters that render the title unmarketable, Seller shall have thirty (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. Time of closing shall be fourteen (14) days after delivery of the commitment insuring against loss or damage. If Seller fails to have the exception removed or survey defects corrected within thirty (30) days from the date of delivery of the title commitment policy or plat of survey which discloses unpermitted exceptions or survey matters that render the title unmarketable, this contract shall be null and void and considered terminated.

N. Notices. That all notices from the Buyer shall be in writing and shall be served

personally or be registered or certified by mail. At the time of the acceptance of the winning bid, the Buyer shall designate a name and address where notices in writing served personally or by registered or certified mail may be delivered to him.

- O. Escrow. Upon written notice thirty (30) days prior to the date of closing, the transaction provided herein may be closed through an escrow with a title company licensed to do business in the State of Illinois in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by said title company with such special provisions inserted in the escrow agreement as may be required to conform to the terms of the Notice of Sale and the Contract. Upon the creation of such an escrow, payments required and delivery of the deed shall be made through the escrow in accordance with the Notice of Sale and the Contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be split between the parties. In the event of any inconsistency between the escrow agreement and the Notice of Sale and the Contract, the Notice of Sale and the Contract shall control.
- P. Additional information may be obtained from Dr. Douglas DeSchepper, Superintendent of Orangeville Community Unit School District No. 203, 201 Orange Street, Orangeville, Illinois, 61060, (815) 789-4450.

Board of Education of Orangeville Community School
District No. 203
Stephenson County, Illinois

Dr. Douglas DeSchepper
Dr. Douglas DeSchepper, Superintendent