

**NOTICE OF PUBLIC SALE OF REAL ESTATE LOCATED AT
1001 E. Grand Avenue, Lake Villa, IL 60046**

LAKE VILLA DISTRICT LIBRARY

NOTICE IS HEREBY GIVEN, pursuant to the Illinois Library District Act, 75 ILCS 16/30-55-32, that on the 2nd day of June, 2021, the Board of Trustees of the Lake Villa District Library, Lake County, Illinois ("Seller") will accept sealed bids until 12:00 p.m., Central Standard Time at the Lake Villa District Library, 140 N. Munn Road, Lindenhurst, Illinois 60046, at which date, time and place said bids will be publicly opened at 12:30 p.m. and read aloud, for purchase of the real estate and building described as follows and collectively referred to as the "Property,":

Commonly known as: 1001 E. Grand Avenue, Lake Villa, IL 60046

LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN GRIDLEY PLANNED UNIT DEVELOPMENT BEING A SUBDIVISION OF PART OF THE WEST HALF OF GOVERNMENT LOT 2 OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 2000 AS [DOCUMENT NO. 4609363](#), AND CORRECTED BY INSTRUMENTS RECORDED NOVEMBER 16, 2000 AS [DOCUMENT NO. 4609372](#), AND RECORDED MAY 6, 2002 AS [DOCUMENT NO. 4918609](#), IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY OVER SANCTUARY DRIVE (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1), AS DEPICTED ON THE PLAT OF GRIDLEY PLANNED UNIT DEVELOPMENT RECORDED AS [DOCUMENT NO. 4609363](#), AND AS CREATED BY THE INSTRUMENT RECORDED NOVEMBER 16, 2000 AS [DOCUMENT NO. 4609375](#), IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THOSE PARTS OF THE NORTH 1/2 OF GOVERNMENT LOT 2 IN THE NORTHWEST ¼ OF FRACTIONAL SECTION

3, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 2, 330 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 125 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE OF THE WEST 1/2 OF GOVERNMENT LOT 2, 425 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE OF LOT 2, 125 FEET TO SAID EAST LINE OF THE WEST 1/2 OF LOT 2; AND THENCE NORTH ALONG SAID EAST LINE OF THE WEST 1/2 OF LOT 2, 425 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

THOSE PARTS OF THE NORTH 1/2 OF GOVERNMENT LOT 2 IN THE NORTHWEST 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 45 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF GOVERNMENT LOT 2; THENCE SOUTH ALONG THE WEST LINE OF SAID EAST 1/2 OF LOT 2, 755 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 2, 80 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF LOT 2, 425 FEET THENCE WEST PARALLEL WITH SAID NORTH LINE OF GOVERNMENT LOT 2, 14 FEET, THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF LOT 2, 330 FEET TO SAID NORTH LINE OF GOVERNMENT LOT 2; AND THENCE WEST ALONG SAID NORTH LINE OF LOT 2, 66 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 5:

THE WEST 65.0 FEET OF THE EAST 340.0 FEET OF THE SOUTH 455.0 FEET OF THE NORTH 755.0 FEET OF THE WEST 1/2 OF GOVERNMENT LOT 2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 6:

THE WEST 150 FEET OF THE EAST 275.00 FEET OF THE SOUTH 455.00 FEET OF THE NORTH 755.00 FEET (MEASURED PARALLEL TO THE NORTH AND EAST LINES) OF THE WEST 1/2 OF GOVERNMENT LOT 2 OF THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 7:

THE SOUTH 30 FEET OF THE NORTH 300 FEET OF THE EAST 125 FEET {MEASURED PARALLEL TO THE NORTH AND EAST LINES) OF THE WEST 1/2 OF GOVERNMENT LOT 2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS.

PINS: 06-03-100-066; 06-03-101-055; 06-03-101-027; 06-03-101-024; 06-03-101-019

which sale will be made on the following terms, to wit:

I. GENERAL INFORMATION

The Property is a fully improved parcel on which the former main library building of the Lake Villa District Library (the "Building") is located. The address of the Property is 1001 E. Grand Avenue, Lake Villa, Illinois 60046.

Arrangements to view the property and examine a survey and a commitment for title insurance, may be made through Mikael Jacobsen, Library Director, Lake Villa District Library, 140 N. Munn Road, Lindenhurst, Illinois 60046. Telephone: 847-245-5100.

No representation is made as to the zoning or condition of the Real Estate or Building.

II. TERMS AND CONDITIONS OF SALE

A. Sealed bids offering to purchase the Property in accordance with these Terms and Conditions of Sale will be received up to the hour of 12:00 p.m., Central Standard Time, on the 2nd day of June, 2021. The bids will be opened at 12:30 on June 2, 2021 and read aloud in the Program Room B of the Lake Villa District Library, 140 N. Munn Road, Lindenhurst, Illinois 60046. The Terms and Conditions of Sale are set forth herein, and said Terms and Conditions also include the Real Estate Purchase Contract referred to below. Prospective bidders are responsible for obtaining full knowledge of the Terms and Conditions and of the Real Estate Purchase Contract. A copy of the Real Estate Purchase Contract may be obtained from the Lake Villa District Library's Director, 140 N. Munn Road, Lindenhurst, Illinois. Telephone: 847-245-5100.

B. The Property shall be sold in "AS IS" condition. Only such personal property as designated by the Board of Trustees of the Lake Villa District Library shall be included in the sale. All other personal property will be removed prior to the date possession is granted.

C. Each bid must be accompanied by a cashier's or certified check drawn on a banking institution in Illinois in good standing, and made payable to the Lake Villa District Library, Lake County, Illinois, in the amount of Twenty Five Thousand and 00/100 Dollars \$25,000.00 and an executed Real Estate Purchase Contract with the offer terms completed. The

Lake Villa District Library will return such deposits to all but the three highest cash bidders determined in the sole discretion of the Lake Villa District Library to be responsive to the terms of this Notice. The Lake Villa District Library will hold the deposits of the three highest cash bidders, without interest, until the Board of Trustees accepts a bid or rejects all bids. If all bids are rejected, the Lake Villa District Library will return the deposits of the three highest bidders immediately after such rejection. If a bid is accepted, the Lake Villa District Library will return the deposits of the two highest bidders whose bids are not accepted, and retain the deposit of the bidder ("Buyer") whose bid is accepted as a credit toward the purchase price.

D. Seller shall deliver to Buyer at closing a Special Warranty Deed.

E. Closing shall occur on the date Seller is prepared to deliver possession of the Property to Buyer, but not later than September 6, 2021, at a time and place mutually agreed to by Buyer and Seller or in the absence of such mutual agreement, at a reasonable time and place set by Seller, subject to the provisions of the Real Estate Purchase Contract, extending the time for closing under the circumstances therein set forth.

F. Time shall be of the essence as to all matters provided for in these Terms and Conditions.

G. All notices or documents required or permitted to be provided pursuant to these Terms and Conditions shall be given or made by personal service upon the Director of the Lake Villa District Library, or by sending the same by registered or certified mail, postage prepaid, return receipt requested, if to Buyer, at the address provided by Buyer at the time that the earnest money is paid to Seller, and if to Seller, then addressed to the Director, Lake Villa District Library, 140 N. Munn Road, Lindenhurst, Illinois, 60046, or to such other address of which Buyer and Seller shall give notice in the manner provided herein. Notice mailed in conformance with this Paragraph shall be deemed given upon deposit in the mail.

H. 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 Board of Trustees, the bidders whose bids are responsive as determined in the sole discretion of the Lake Villa District Library and are the highest, second highest, and third highest, agree that, for and in consideration of Ten Dollars (\$10.00), the receipt and sufficiency whereof is acknowledged by the said bidders, their bids are and shall remain binding and irrevocable for ninety (90) days following the date of bid opening.

I. On or before thirty (30) days from the date of bid opening, the Board of Trustees will notify each of the bidders which bid, in the opinion and in the sole discretion of the Board of Trustees, is the highest cash bid submitted by the most responsible bidder. The Board of Trustees may, in the alternative, and in its sole discretion, determine that any or all bids shall be rejected, and if such determination is made, the Board of Trustees will so notify the said bidders on or before thirty (30) days from the date of bid opening. Through a formal approval of the Real Estate Purchase Contract, the Board of Trustees will thereupon accept the bid of the highest

bidder in accordance with determination of the Board of Trustees, or reject all bids if the Board of Trustees has so determined.

J. These Terms and Conditions as well as the terms contained within the Real Estate Purchase Contract shall be binding upon Seller, the Board of Trustees of the Lake Villa District Library, and Buyer, and their respective heirs, executors, administrators, successors and assigns.

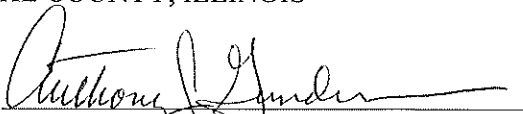
K. All information about the Property included in this Notice or otherwise provided by Seller is believed to be reliable, but is not guaranteed; and no express or implied representations or warranties are made with regard to the Property or any matters relating thereto. The Property is sold "AS IS." Prospective buyers are urged to examine the Property, survey and the commitment for title insurance. Buyer may be subject to laws regarding asbestos with respect to any prospective use or demolition of the headquarters building. All warranties with respect to the property are hereby disclaimed, including, but not limited to, representations as to asbestos which the building may contain; and any and all other conditions of the property are assumed by buyer and are disclaimed by seller. Buyer shall take all necessary action and bear all expenses and liability associated with making the Property suitable for Buyer's intended use, and with complying with all applicable laws. Buyer agrees to indemnify, defend and hold harmless Lake Villa District Library and its current and former members, employees and their agents, in their official and individual capacities, from and against any and all claims or loss, including, but not limited to, reasonable attorney's fees, incurred by reason of any of the foregoing indemnities and/or arising out of the presence of asbestos on, or other conditions of, the Property after the closing. Buyer's obligations and risks with respect to asbestos and the conditions of the Property under this Paragraph shall survive the closing on the sale of the Property.

L. Except as otherwise provided in a separate written agreement between the Lake Villa District Library and its real estate broker, no real estate commissions or similar fees will be paid by the Lake Villa District Library in connection with the sale.

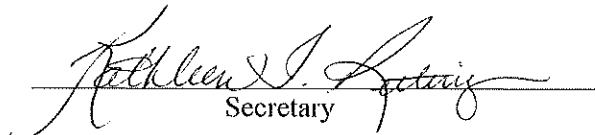
M. Lake Villa District Library reserves the right to waive irregularities, to continue the sale from time to time, to reject any or all bids, and to adjourn the sale.

DATED this 11 day of May, 2021.

BOARD OF LIBRARY TRUSTEES
LAKE VILLA DISTRICT LIBRARY
LAKE COUNTY, ILLINOIS

By: 
President

ATTEST:


Secretary