

*Resolution of the County Board
Of
Kankakee County, Illinois*

**RE: RESCISSION OF TAX SALE PURCHASE CONTRACT OF AUGUST 7,
2007, ON PROPERTY WITH PIN # 07-08-28-303-004**

WHEREAS, the County of Kankakee made a tax sale of property on August 7, 2007, on a certain piece of property bearing PIN # 07 -08-28-303-004 with a purchase contract being entered into by Jim Vining and the County Delinquent tax agent, Exhibit A herein, requiring a deposit of \$600.00, and under the terms of said purchase agreement prior to the recording of a tax deed the County has the right of rescission of the purchase agreement and has the unconditional right to cancel the agreement and rescind the sale for any reason whatever and the tax deed has not been recorded, and

WHEREAS, the Finance Committee, at its regularly scheduled meeting of August 30, 2007, after review, discussion and consideration, recommended the rescission of the tax purchase agreement above, Exhibit A herein, based upon a request by the Village of Limestone made to the County Delinquent Tax Agent, Joseph E. Meyer, that the property be sold to said Village for a public purpose in the same amount.

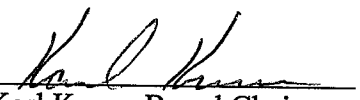
NOW THEREFORE BE IT RESOLVED BY the Kankakee County Board that, after review, discussion and consideration, the Purchase Agreement of August 7, 2007, for the tax sale of a certain piece of property bearing PIN # 07-08-28-303-004 is hereby rescinded, and the said purchase agreement is canceled with the return of the deposit, without interest, to be made to the tax purchaser, Jim Vining.

BE IT FURTHER RESOLVED THAT the Kankakee County Delinquent Tax Agent, Joseph E. Meyer, is authorized to take all steps necessary to effectuate said rescission.

ADOPTED and Passed this 11th day of September, 2007.

ATTEST:


Bruce Clark, County Clerk


Karl Kruse, Board Chairman

PURCHASE CONTRACT

KANKAKEE County, as Trustee hereinafter referred to as "SELLER"

Item # 0807005E

SUBJECT PROPERTY: 07-08-28-303-004
(Identified by Tract or Permanent Parcel)

Date of Contract:	August 07, 2007
Purchase Price:	\$600.00
Auctioneer's Fees:	\$6.00
Recording Fees:	\$35.00
Total Due:	\$641.00
Deposit:	(\$600.00)
Balance:	\$41.00

PURCHASER(S): Vining Jim

ADDRESS: 153 S Kennedy Dr
Bradley, Il 60915

PHONE: DAY: 815-573-2057

NIGHT:

Email:

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. PURCHASER is to complete payment in full within 60 days of this contract and TIME IS OF THE ESSENCE. All payments are to be made payable to COUNTY TRUSTEE, C/O COUNTY DELINQUENT TAX AGENT, P.O. Box 96, Edwardsville, Illinois 62025. SELLER is not required to extend the final payment date. If PURCHASER requests an extension, and if SELLER agrees to grant such extension, a monthly extension charge shall apply.

prior to the date of conveyance. PURCHASER shall, at PURCHASER'S expense and WITHOUT RIGHT OF REFUND OR REIMBURSEMENT, immediately secure the subject property and shall maintain the same in safe condition from and after the date hereof. No refunds will be made based upon damage to, or the condition of, the subject property or any improvement thereon at any time.

Title/Survey. It is the PURCHASER'S responsibility to order and pay for any title report or survey. SELLER MAKES NO GUARANTEE AS TO TITLE, but should the PURCHASER'S search reveal any defect as to title or survey rendering the title unmarketable, and if written evidence of such defect is presented to SELLER within 60 days from date of this agreement, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER hereunder without interest thereon. All claimed defects in title and/or survey, which are not presented in writing and received by SELLER, along with written supporting evidence thereof, within 60 days from the date of this agreement shall be deemed waived. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred for investigation or inspection of the title or property, or in curing any defects in the condition thereof, or for any other expense.

Transfer of Title. SELLER will quitclaim its interest in the subject property, as directed herein, approximately 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

[] Initial here for immediate deed processing, waiving title and survey objections.

Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year following the date of this contract.

Property Condition. PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and improvements thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any improvement thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), or any other aspect thereof now or hereafter. SELLER does not warrant or represent that the subject property or any improvement thereon complies with building, housing, zoning, environmental or any other applicable ordinances, statutes or laws.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract.

Possession. PURCHASER shall not enter into physical possession of the subject property, or cause any detrimental alteration thereto, at any time

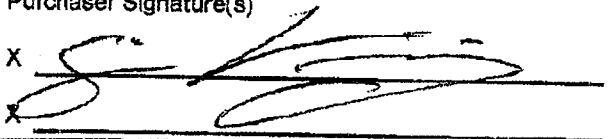
Failure to Complete Purchase. IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

Right of Rescission. UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATSOEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

SELLER: Joseph E. Meyer

By Its Authorized Agent: County Delinquent Tax Agent
141 St. Andrews Avenue
Telephone: 618-656-5744 P. O. Box 96
Edwardsville, Illinois 62025-0096
www.iltaxsale.com

Purchaser Signature(s)

X 

X

Exhibit A