
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2024-020**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE A DEED IN LIEU OF FORECLOSURE AND
SETTLEMENT AGREEMENT REGARDING 2930 EDISON**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Alderman

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COOK COUNTY, ILLINOIS, TO AUTHORIZE
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AGREEMENT REGARDING 2930 EDISON**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, Robert F. Jones, owner of the Property located at 2930 Edison, desires to execute a Deed of Lieu of Foreclosure and Settlement Agreement with the City of Blue Island, a copy of which is attached hereto and made a part hereof, as Exhibit A (the “*Agreement*”); and

WHEREAS, the Mayor and Aldermen of the City deem it advisable and in the best interest of the health, safety and welfare of the residents of the City to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Deed in Lieu of Foreclosure Agreement between Robert F. Jones. and the City, which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the same form presented to the Mayor and Aldermen with such necessary non-material changes as may be authorized by the Mayor and City Attorney.

Section 4. The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 6. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

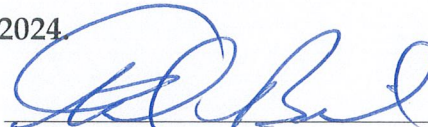
Section 7. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

(Left intentionally blank)

ADOPTED this 28TH day of MAY, 2024, pursuant to roll call as follows:

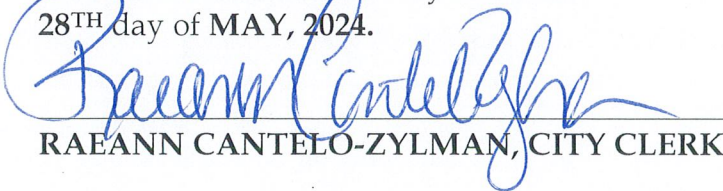
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL			X		
Mayor BILOTTO					
	6		1		

APPROVED by the Mayor on MAY 28, 2024.



FRED BILOTTO
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
28TH day of MAY, 2024.



RAEANN CANELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK)

 ss.

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.


I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE A DEED IN LIEU OF FORECLOSURE AND SETTLEMENT AGREEMENT REGARDING 2930 EDISON.**

RESOLUTION NO. 2024-019 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **28TH of May, 2024**; that at said meeting **6** Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of **6** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **1** Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **28TH** day of **May, 2024**.

CORPORATE SEAL



City Clerk



Exhibit A

Deed in Lieu of Foreclosure and Settlement Agreement

(see attached)

DEED IN LIEU OF FORECLOSURE AGREEMENT

THIS DEED IN LIEU OF FORECLOSURE AGREEMENT (the “*Agreement*”) is entered into this _____ day of May, 2024 (the “*Effective Date*”) by and between the City of Blue Island, Cook County, Illinois, an Illinois Municipal Corporation (the “*City*”), and Robert F. Jones, an individual (the “*Owner*”).

WITNESSETH

WHEREAS, Owner is the record title-owner of certain real estate commonly known as 2930 Edison Avenue, Blue Island, Illinois and is legally described as follows:

LOTS 32 AND 33 IN BLOCK 17 IN WIRETON PARK A SUBDIVISION OF THAT PART OF SECTIONS 25, 26, AND 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 24-36-101-029-0000 and 24-36-101-030-0000 (the “*Property*”); and

WHEREAS, the City of Blue Island provided the premises with the use and service of its waterworks system; and

WHEREAS, pursuant to Chapter 52.023 of the City of Blue Island Municipal Code, the reasonable charges for such use and services were due to the City; and

WHEREAS, said reasonable charges for such use and services were not paid to the City; and

WHEREAS, pursuant to 65 ILCS 5/11-139-8 of the Illinois Municipal Code, on May 1, 2024, a Notice of Lien for Water was filed on the Property in the Office of the Cook County Clerk as Document No. 2412220200 for the reasonable charges due for such use and services; and

WHEREAS, pursuant to 65 ILCS 5/11-139-8 of the Illinois Municipal Code, the City of Blue Island has a lien on the Property for the use of its waterworks system (the “*Lien Claim*”); and

WHEREAS, in order to avoid the time and expense and to minimize further financial

losses to the parties and to expedite the orderly transfer of ownership of the Property from the Owner to the City, the parties agree to convey the Property to the City in lieu of foreclosure, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree, as follows:

1. The City accepts title to convey the Property from Owner to the City as a deed in lieu of foreclosure on the Lien Claim.

2. Accepting the title conveying the Property from Owner to the City, hereby extinguishes any and all interests and claims the City may have had in the foreclosure and collection of the Lien Claim, and any proceeding regarding such foreclosure and collection shall cease.

3. The deed conveying the Property from Owner to the City releases any and all obligations owed by Owner to the City regarding the payment and satisfaction of the Lien Claim.

4. Owner represents that the deed in lieu conveyance set forth herein is a reasonable, intended and voluntary act.

5. The parties hereto agree that this Agreement may be executed in multiple counterparts, which may be signed and delivered separately.

6. This Agreement constitutes the entire Agreement, and supersedes any and all other Agreements, whether oral or written, between the parties. No change or modifications of this Agreement shall be valid unless the same shall be in writing and signed by the City. No waiver or suspension of any provisions of this Agreement shall be valid unless in writing and signed by the City.

7. If any portion of this Agreement shall be, for any reason, invalid or unenforceable,

such portions shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable and in full force and effect.

8. The foregoing recital clauses to this Agreement are true and expressly incorporated into this Agreement and are a material part thereof herein.

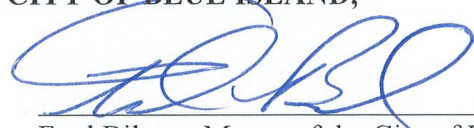
9. This Agreement shall be governed in all respects, whether as to the validity, construction, capacity, performance, or otherwise, by the laws of the State of Illinois, County of Cook.

10. This Agreement shall be binding on the heirs, administrators, executors, and assigns of the respective parties hereto.

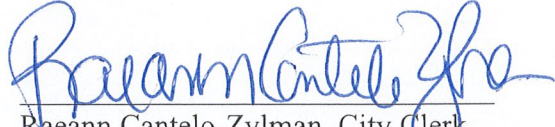
(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on this Agreement, as herein provided, and this Agreement shall be in full force and effect on the Effective Date herein above written.

THE CITY OF BLUE ISLAND,

By: 
Fred Bilotto, Mayor of the City of Blue Island

ATTEST

By: 
Raeann Cantelo-Zylman, City Clerk

OWNER,

ROBERT F. JONES, an individual

Signature: _____

Printed Name: _____

Subscribed and sworn to before me
this _____ day of _____, 2024.

(Notary)

DEED IN LIEU OF FORECLOSURE

MAIL TO:

Erin E. Blake, Esq.
Montana & Welch, LLC
11950 S. Harlem, Suite 102
Palos Heights, IL 60463

NAME AND ADDRESS OF TAXPAYER:

City of Blue Island
13051 Greenwood Avenue
Blue Island, Illinois 60406

WHEREAS, the GRANTOR, Robert F. Jones, of Cook County, State of Illinois, for and in consideration of Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration, GRANTS, SELLS AND CONVEYS unto the GRANTEE City of Blue Island, 13051 Greenwood Avenue, Blue Island, Illinois 60406 in fee simple, the following described Real Estate in the County of Cook, in the State of Illinois to wit:

LOTS 32 AND 33 IN BLOCK 17 IN WIRETON PARK A SUBDIVISION OF THAT PART OF SECTIONS 25, 26, AND 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

together with all improvements thereon and all easements, rights-of-ways, rights and appurtenances appertaining thereto.

Property Address: 2930 Edison Avenue, Blue Island, Illinois 60406

Permanent Index Number (PIN): 24-36-101-029-0000 and 24-36-101-030-0000

SUBJECT TO: (1) General real estate taxes for the year 2024, prior and subsequent years; (2) covenants, conditions and restrictions of record; and (3) City of Blue Island lien claim(s).

Dated this ____ day of _____, 2024.

Robert F. Jones

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary public in and for said Cook County, in the State aforesaid, DO HEREBY CERTIFY that Robert F. Jones, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged, he signed, sealed and delivered the said instrument, as the free and voluntary act of himself, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this _____ day of _____, 2024.

Commission expires _____, 20_____

Notary Public

NAME AND ADDRESS OF PREPARER: COUNTY-ILLINOIS TRANSFER STAMPS:

Maryclare C. Touhy, Esq.
Montana & Welch, LLC
192 North York Road
Elmhurst, IL 60126

EXEMPT UNDER PROVISIONS OF
35 ILCS 200/31-45 PARAGRAPH b
REAL ESTATE TRANSFER TAX LAW
DATE:

Buyer, Seller or Representative

This conveyance must contain the name and address of the Grantee for tax billing purposes: (55ILCS 5/3-5020) and name and address of the person preparing the instrument: (55 ILCS 5/3-5022).

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent confirms that to the best of his knowledge, the name of the grantee shown on the deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois Corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated _____, 2024 Signature: _____

Subscribed and sworn to before
me by the said _____
this ____ day of _____, 2024

Notary Public: _____

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed of the Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois Corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated _____, 2024 Signature: _____

Subscribed and sworn to before
me by the said _____
this ____ day of _____, 2024

Notary Public: _____

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attached to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]