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

**RESOLUTION
NUMBER 2022-032**

**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 12548 S. WESTERN**

**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

RESOLUTION NUMBER 2022- 032

**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 12548 S. WESTERN**

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, Darshan S. Dhaliwal on behalf of Darshan’s Illinois Properties Four, Inc., owner of the Property located at 12548 S. Western, desires to execute a Deed of Lieu of Foreclosure and Settlement Agreement in Case Number 22 CH 7579, 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 Darshan S. Dhaliwal on behalf of Darshan’s Illinois Properties Four, Inc. 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 13th day of September, 2022, 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 September 13, 2022.

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

ATTESTED and Filed in my office this
13th day of SEPTEMBER, 2022.

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 DEED IN LIEU OF FORECLOSURE AND SETTLEMENT AGREEMENT REGARDING 12548 S. WESTERN.**

RESOLUTION NO. 2022-032 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **13th day of September, 2022**; 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 **13th day of September, 2022**.

CORPORATE SEAL



City Clerk

Exhibit A

Deed in Lieu of Foreclosure and Settlement Agreement

(see attached)

DEED IN LIEU OF FORECLOSURE AND SETTLEMENT AGREEMENT

1. THIS DEED IN LIEU OF FORECLOSURE AND SETTLEMENT AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2022 (the "Effective Date") by and between the City of Blue Island, Cook County, Illinois, an Illinois Municipal Corporation (the "City"), and Darshan Illinois Properties Four, Inc. and Darshan S. Dhaliwal (the "Owners").

2. The parties agree and acknowledge that the purpose of this Settlement Agreement is to terminate contemplated litigation and to resolve any and all claims that the Village may have arising out of lien(s) for action(s) taken with respect to the property commonly known as 12548 S. Western Avenue, Blue Island Illinois.

3. The City is a municipal corporation pursuant to the Statutes of the State of Illinois.

4. Owners are the owners of certain property located at 12548 S. Western Avenue, Blue Island, Illinois, 60406, and legally described as follows:

LOTS 8, 9, 10 AND THE EAST 75.00 FEET OF LOT 11 IN SAGE'S
SUBDIVISION OF THE SOUTH 1/2 OF LOT 1 (EXCEPT THE WEST
321 FEET THEREOF) IN ASSESSOR'S DIVISION OF THE
SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 25, TOWNSHIP
37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

P.I.N. No: 24-25-423-032-0000 (the "Property")

5. Owners acknowledge that:

a. Pursuant to 65 ILCS 5/11-31-1, 735 ILCS 5/12-101 and 735 ILCS 5/15-1101, on August 4, 2022, a Complaint to Foreclose on a Demolition Lien (the "Foreclosure Action") for the reasonable charges the City incurred in demolishing certain structures on 12548 S. Western Avenue, Blue Island, Illinois, 60406.

b. In addition, this Property has been vacant for years and there is a significant

amount of back taxes due and owing on the Property.

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 Owners agree, as follows:

1. The City accepts title to convey the Property from Owners to the City as a deed in lieu of foreclosure and settlement agreement.

2. Accepting the title conveying the Property from Owners to the City hereby extinguishes any and all interests and claims the City may have had in the future foreclosure action and the City will dismiss the Foreclosure Action with prejudice pursuant to this Agreement once title is conveyed.

3. The deed conveying the Property from Owners to the City will hereby release any claims the City may have had relating to the Property. In addition, the deed conveying the Property from Owners to the City will hereby release any and all obligations owed by Owners to the City regarding the delinquent demolition bills and liens relating to the same.

4. The parties hereto agree that the Owners, upon giving notice to the City, shall have fourteen (14) days to remove any personal belongings before the City occupies the Property.

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 portions 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.

(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.

CITY OF BLUE ISLAND

By:


Ferdinando Bilotto, Mayor

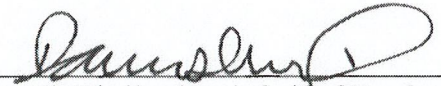
ATTEST

By:



OWNERS

By:


Darshan S. Dhaliwal on behalf of Darshan's Illinois Properties Four, Inc.

Subscribed and sworn to before me
this 2 day of September, 2022.


Notary

EXP 11/18/2023