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IN REPLY REFER TO FILE NO.

June 10, 2016

Mr. Pasquale Martorana
pasmartorana@yahoo.com

EP-1

Re: Freedom of Information Act Request

Dear Mr. Martorana:

On May 26, 2016, the Village of Elmwood Park received your Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") request for the following records:

"Pursuant to the freedom of information act, I hereby request any and all documents and email correspondence relating to the disbursement of funds from the Village of Elmwood Park's TIF account to any and all businesses located in the designated TIF districts in Elmwood Park from May 15, 2013 to May 26, 2016. Please include the business names, amount of TIF money received, as well as date of transaction, the current balance of the Village of Elmwood Park TIF account and the name and branch of the bank where the TIF funds are deposited."

Enclosed please find the records responsive to your FOIA request. However, please be advised that certain information in the records responsive to your FOIA request has been determined to be exempt from disclosure under FOIA. Accordingly, such information has been redacted from the records being provided.

Section 7(1)(b) of FOIA provides that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when compiled without possibility of attribution to any person." 5 ILCS 140/2(c-5). Consequently, financial information has been redacted from the records being provided.

STORINO, RAMELLO & DURKIN

Mr. Pasquale Martorana
June 10, 2016
Page 2

The person responsible for the decision to deny a portion of your FOIA request is the Village of Elmwood Park Freedom of Information Officer, Gina Pesko. In accordance with Section 9(a) of FOIA, you are hereby notified that you have the right to file a Request for Review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer with the Public Access Counselor at the Illinois Attorney General's Office. You can file your Request for Review with the Public Access Counselor by writing to:

Sarah Pratt
Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
E-mail: publicaccess@atg.state.il.us

If you choose to file a Request for Review with the Public Access Counselor, you must do so within 60 calendar days of the date of this letter. Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the Public Access Counselor.

You are also notified that you have the right to judicial review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer pursuant to Section 11 of FOIA.

Sincerely,

STORINO, RAMELLO & DURKIN
Attorneys for the Village of Elmwood Park


Erin C. Tinaglia

Enclosures



A. Settlement Statement (HUD-1)

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: A15-2224	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)*" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower: Village of Elmwood Park 7353-7405 W. Grand Avenue Elmwood Park, IL 60707	E. Name and Address of Seller: Midwest Bank and Trust Co. as trustee under trust agreement dated 6/17/1993 and known as trust number 93-6499	F. Name and Address of Lender: Cash Deal
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G. Property Location: 7353-7405 W. Grand Avenue Elmwood Park, IL 60707 Cook County, Illinois	H. Settlement Agent: 36-4131236 Alliance Title Corporation 5523 N. Cumberland Ave. Suite 1211 Chicago, IL 60656 Ph. (773)556-2222 Place of Settlement: 5523 N. Cumberland Ave. Suite 1211 Chicago, IL 60656	I. Settlement Date: October 2, 2015 Disbursement Date: October 2, 2015
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J. Summary of Borrower's transaction	
100. Gross Amount Due from Borrower:	
101. Contract sales price	510,000.00
102. Personal property	
103. Settlement Charges to Borrower (Line 1400)	940.00
104.	
105.	
Adjustments for items paid by Seller in advance	
106. County Taxes #011	to
107. County Taxes #013	to
108. Assessments	to
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	510,940.00
200. Amounts Paid by or in Behalf of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by Seller	
210. County Taxes #011	01/01/15 to 10/02/15 4,798.75
211. County Taxes #013	01/01/15 to 10/02/15 819.50
212. Assessments	to
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	5,618.25
300. Cash at Settlement from/to Borrower	
301. Gross amount due from Borrower (line 120)	510,940.00
302. Less amount paid by/for Borrower (line 220)	(5,618.25)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	505,321.75

K. Summary of Seller's transaction	
400. Gross Amount Due to Seller:	
401. Contract sales price	510,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by Seller in advance	
406. County Taxes #011	to
407. County Taxes #013	to
408. Assessments	to
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	510,000.00
500. Reductions in Amount Due Seller:	
501. Excess deposit (see instructions)	
502. Settlement charges to Seller (Line 1400)	5,498.00
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage	
505. Payoff Second Mortgage	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by Seller	
510. County Taxes #011	01/01/15 to 10/02/15 4,798.75
511. County Taxes #013	01/01/15 to 10/02/15 819.50
512. Assessments	to
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	11,116.25
600. Cash at settlement to/from Seller	
601. Gross amount due to Seller (line 420)	510,000.00
602. Less reductions due Seller (line 520)	(11,116.25)
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	498,883.75

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

L. Settlement Charges					
700. Total Real Estate Broker Fees				Paid From	Paid From
<i>Division of commission (line 700) as follows:</i>				Borrower's	Seller's
701. \$	to			Funds at	Funds at
702. \$	to			Settlement	Settlement
703. Commission paid at settlement					
704. Deposit Ret'd By Listing Agent			\$ (POC)		
705.					
800. Items Payable in Connection with Loan					
801. Our origination charge		\$	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen		\$	(from GFE #2)		
803. Your adjusted origination charges to			(from GFE #A)	0.00	
804. Appraisal fee	to		(from GFE #3)		
805. Credit Report	to		(from GFE #3)		
806. Tax service	to		(from GFE #3)		
807. Flood certification	to		(from GFE #3)		
808.			(from GFE #3)		
809.			(from GFE #3)		
810.			(from GFE #3)		
811.			(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance					
901. Daily interest charges from	to	@ \$/day	(from GFE #10)		
902. Mortgage insurance premium for	months to		(from GFE #3)		
903. Homeowner's insurance for	years to		(from GFE #11)		
904.			(from GFE #11)		
905.			(from GFE #11)		
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account			(from GFE #9)		
1002. Homeowner's insurance	@ \$	per	\$		
1003. Mortgage insurance	@ \$	per	\$		
1004. Property taxes			\$		
1005.			\$		
1006.	@ \$	per	\$		
1007.	@ \$	per	\$		
1008.			\$		
1009. Agregate Adjustment			\$		
1100. Title Charges					
1101. Title services and lender's title insurance			(from GFE #4)	890.00	128.00
1102. Settlement or closing fee	to Alliance Title Corporation		\$ 700.00		700.00
1103. Owner's title insurance to Fidelity National Title Insurance Company			(from GFE #5)		2,220.00
1104. Lender's title insurance to Fidelity National Title Insurance Company			\$		
1105. Lender's title policy limit	\$				
1106. Owner's title policy limit	\$ 510,000.00		\$2220		
1107. Agent's portion of the total title insurance premium	to Peter N. Silvestri		\$ 1,957.70		
1108. Underwriter's portion of the total title insurance premium to Fidelity National Title Insurance Company			\$ 262.30		
1109. Closing Protection Seller	to Fidelity National Title Insurance Company		\$		50.00
1110. Legal Fees and Costs	to Peter N. Silvestri		\$		1,200.00
1111. Fee	to IPX		\$		1,000.00
1112. 1031 Exchange	to First American Bank		\$		200.00
1113.			\$		
1200. Government Recording and Transfer Charges					
1201. Government recording charges	to Alliance Title Corporation		(from GFE #7)	50.00	
1202. Deed \$ 50.00	Mortgage \$	Releases \$	Other \$		
1203. Transfer taxes			(from GFE #8)		
1204. City/County tax/stamps	\$	\$			
1205. State tax/stamps	\$ 0.00	\$			
1206.					
1207.					
1300. Additional Settlement Charges					
1301. Required services that you can shop for			(from GFE #6)		
1302.			\$		
1303.			\$		
1304.			\$		
1305.			\$		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				940.00	5,498.00

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

** The information referenced here is only a portion of the total amount, please see the Addendum for the complete breakdown.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Charges That in Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1
Government recording charges	#1201		50.00
Title services and lender's title insurance	#1101	0.00	890.00
Total			940.00
Increase between GFE and HUD-1 Charges		\$ 940.00 or	0.00%

Charges That Can Change	Good Faith Estimate	HUD-1
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Loan Terms

Your initial loan amount is	\$ _____
Your loan term is	30.0000 years
Your initial interest rate is	_____ %
Your initial monthly amount owed for principal, interest and any mortgage insurance is	N/A <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of _____%. The first change will be on _____ months after _____ and can change again every _____ months after _____. Every change date, your interest rate can increase or decrease by _____%. Over the life of the loan, your interest rate is guaranteed to never be lower than _____% or higher than _____%.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$_____.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on _____ and the monthly amount owed can rise to \$_____. The maximum it can ever rise to is \$_____.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$_____.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$_____ due in _____ years on _____.
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$N/A that results in a total initial monthly amount owed of \$N/A. This includes principal, interest, any mortgage insurance and any items checked below: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

HUD-1 Attachment

Borrower(s): Village of Elmwood Park

Seller(s): MIDWEST BANK AND TRUST
COMPANY, AS TRUSTEE UNDER
TRUST AGREEMENT DATED JUNE 17,
1993 AND KNOWN AS TRUST NUMBER
93-6499

7353-7405 W. Grand Avenue
Elmwood Park, IL 60707

Lender: Cash Deal

Settlement Agent: Alliance Title Corporation
(773)556-2222

Place of Settlement: 5523 N. Cumberland Ave. Suite 1211
Chicago, IL 60656

Settlement Date: October 2, 2015

Property Location: 7353-7405 W. Grand Avenue
Elmwood Park, IL 60707
Cook County, Illinois

Title Services and Lender's Title Insurance Details	BORROWER	SELLER
Search/Update to Alliance Title Corporation	125.00	125.00
Closing Protection Buyer to Fidelity National Title Insurance Company	25.00	
Agent Registration to Fidelity National Title Insurance Company		3.00
Wire Processing to Alliance Title Corporation	40.00	
Closing Fee to Alliance Title Corporation	700.00	
Total	\$ 890.00	\$ 128.00

Settlement or Closing Fee Details <small>*borrower portion also shown above in Title Services and Lender's Title Insurance Details</small>	BORROWER	SELLER
Closing Fee to Alliance Title Corporation	700.00	700.00
Total	\$ 700.00	\$ 700.00

Owner's Title Insurance	BORROWER	SELLER
Owner's Policy Premium to Fidelity National Title Insurance Company		2,220.00
Total	\$ 0.00	\$ 2,220.00

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Village of Elmwood Park
Seller: MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT
DATED JUNE 17, 1993 AND KNOWN AS TRUST NUMBER 93-6499
Lender: Cash Deal
Settlement Agent: Alliance Title Corporation
(773)556-2222
Place of Settlement: 5523 N. Cumberland Ave. Suite 1211
Chicago, IL 60656
Settlement Date: October 2, 2015
Property Location: 7353-7405 W. Grand Avenue
Elmwood Park, IL 60707
Cook County, Illinois

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Village of Elmwood Park

BY: _____

MIDWEST BANK AND TRUST COMPANY, AS
TRUSTEE UNDER TRUST AGREEMENT DATED
JUNE 17, 1993 AND KNOWN AS TRUST NUMBER
93-6499

BY: _____
Trustee

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Alliance Title Corporation
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



5/27/2016 9:52 AM (Refresh)

NORTH & HARLEM TIF [REDACTED]

Show 50

Transactions

Date ↕	Description ↕	Debit ↕	Credit ↕	Balance
04/29/2016	N&H TIF to VILLAGE OF ELMWOOD TRANSFER TO CHECKING [REDACTED]	292.60		4,427.42
04/28/2016	Transfer from DDA [REDACTED] Per Telephone Request		100.00	4,720.02
04/12/2016	Transfer to DDA [REDACTED] Per Telephone Request	100.00		4,620.02

Additional items prior to 04/12/2016 may be available in the transaction archive.

PRIVACY POLICY CONTACT US
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5/27/2016 9:52 AM (Refresh)

TIF GRAND CORRIDOR [REDACTED]

Transactions

Show: 50

Date	Description	Debit	Credit	Balance
04/28/2016	TIF GC to VILLAGE OF ELMWO TRANSFER TO CHECKING [REDACTED]	264.00		3,263.72

Additional items prior to 04/28/2016 may be available in the transaction archive.

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DEPOSIT TICKET

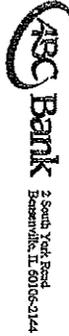
077

DATE _____

	DOLLARS	CENTS
CURRENCY		
COINS		
CHECKS <small>LIST EACH SEPARATELY</small>		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
TOTAL BACKSIDE OR ATTACHED LIST		
PLEASE RE-ENTER TOTAL HERE	TOTAL	

USE OTHER SIDE FOR ADDITIONAL LISTING.
PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED.

Name _____
Account No _____



6

USE ROUTING NUMBER FROM YOUR CHECKS FOR AUTOMATIC PAYMENTS. | CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.



009

CHECKS AND OTHER ITEMS
SHOULD BE DEPOSITED
IMMEDIATELY AFTER
CLOSING OF THE BUSINESS DAY.
IF THE UNIFORM COMMERCIAL
CODE OR ANY APPLICABLE
REGULATIONS REQUIRE
DEPOSITORS TO BE
ABLE FOR IMMEDIATE WITH-
DRAWAL.

TOTAL
ITEMS

2-11Z710