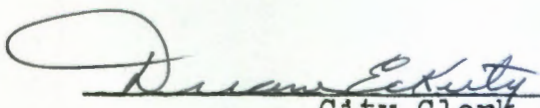


AN ORDINANCE FOR APPROVAL AND AUTHORIZATION FOR THE PURCHASE OF REAL ESTATE FOR LIBRARY PURPOSES

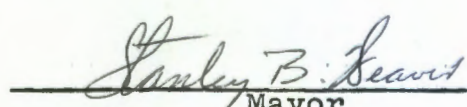
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, that the Corporate Authorities of said city hereby approve the action of the Board of Library Directors to contract for the purchase of the tract of real estate adjacent and to the west and rear of the Urbana Free Library, for library purposes and for expansion of the Urbana Free Library and facilities, and for the Board of Library Directors of said city to take title to said real estate in accordance with the estimate of costs made by said Board of Library Directors of said city, and in accordance with the terms of the contract for the purchase of the real estate from the owners to said Board of Library Directors of Urbana, Illinois, for the purchase price of Forty-Five Thousand Dollars (\$45,000.00), and in accordance with the terms of said attached contract form, said Board of Library Directors of said city having determined that such purchase of said real estate should be made, and that such real estate should be acquired on the terms of the contract form attached.

Adopted by City Council of the City of Urbana this 16th Day of October, 1967.



City Clerk

Approved by the Mayor this 16th Day of October, 1967.



Mayor

W/6768-28

CONTRACT FOR SALE OF REAL ESTATE

ARTICLES OF AGREEMENT, made and entered into this 16th day of October, A. D. 1967 by and between CHARLES E. NILSSON (a widower), ELDON E. NILSSON (and GERALDINE NILSSON, his wife), CHARLES J. NILSSON (and CATHERINE P. NILSSON, his wife), and C. A. NILSSON (and EVELYN NILSSON, his wife), hereinafter designated Seller, and THE BOARD OF LIBRARY DIRECTORS OF THE CITY OF URBANA IN CHAMPAIGN COUNTY, ILLINOIS, hereinafter designated Buyer,

WITNESSETH:

That if the Buyer shall first make the payments and perform the covenants hereinafter mentioned to be made and performed, the Seller agrees to convey and assure the Buyer in fee simple, free of encumbrances (except as hereinafter is provided) by good and sufficient Warranty Deed the premises described as:

The West Fifty-six and Three Tenths (56.3) feet of Lots Six (6) and Seven (7) of James T. Roe's First Addition to the Town (now City) of Urbana, except portion of said lots as is now used as a part of Elm Street, in Champaign County, Illinois,

intending hereby to convey all rights of the Sellers in the vacated alleys lying to the South and to the West of said premises,

and in consideration thereof the Buyer agrees to pay to the Seller at BUSEY FIRST NATIONAL BANK, in Urbana, Illinois, or at such other place or places as may be designated in writing by the Seller, the total sum of Forty-five Thousand and no/100 Dollars (\$45,000.00) at the time and in the manner following:

Twelve Thousand Dollars (\$12,000.00) in cash to be paid within thirty days after the date hereof and the balance of Thirty-three Thousand Dollars (\$33,000.00) on or before thirty days after receipt of written notice from Sellers of readiness to deliver possession, but not later in any event than three years after date and on delivery of possession as hereinafter provided.

General taxes for the calendar year of the date of delivery of possession shall be pro rated between the parties as of the date of delivery of possession on the calendar basis using the amount of the last ascertainable taxes for such computation.

Possession of said premises shall be delivered on or before three years after date.

Insurance in force shall be so endorsed as to be payable to the respective parties according to their interests and Buyer shall pay the pro rata value of the unexpired insurance as of the date of delivery of possession.

The Seller also agrees on or before a reasonable time after date to furnish to the Buyer a complete merchantable abstract of title to said premises, brought down to the date hereof, certified by a responsible abstract company, showing a merchantable title of record in Seller to said premises, or at Seller's option, policy of Owners Title insurance in the amount of the purchase price, free and clear of any and all encumbrances. Buyer shall have a reasonable time to have the said abstract, or preliminary letter for title insurance examined and in the event of defects affecting the merchantability of said title being found, Seller shall have a reasonable time to make said title merchantable.

The Warranty Deed hereinabove provided for, together with the original of this agreement, shall be immediately deposited in escrow with BUSEY FIRST NATIONAL BANK in Urbana, Illinois, to be delivered to the Buyer upon the presentation of receipts or cancelled checks or other evidence satisfactory to said escrow agent of full and complete compliance with the terms of this agreement.

It is understood and agreed that the Seller will keep the premises in reasonably good repair during the term of this contract.

Seller warrants that no notice from any city, village or other governmental authority of a dwelling Code violation has been issued and received by the owner or his agent.

This contract is subject to the approval by the City Council of the City of Urbana, Illinois.

Time of performance shall be of the essence of this agreement and all conditions thereof and the same shall be binding upon the heirs, representatives, and assigns of the respective parties and shall apply to each and all of the parties regardless of the use of the singular term, and an assignment of this agreement by Buyer shall not release Buyer from the obligations hereof.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

_____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 Seller

THE BOARD OF LIBRARY DIRECTORS OF THE CITY OF URBANA IN CHAMPAIGN COUNTY, ILLINOIS

By _____

_____ 1967
Urbana, Illinois

Received the signed original of this agreement as per this copy and the Warranty Deed herein provided for to be held in escrow.

BUSEY FIRST NATIONAL BANK

_____ Escrow Agent