

ORDINANCE NO. 7677-80

AN ORDINANCE APPROVING AN  
AMENDMENT TO ARTICLES OF AGREEMENT  
FOR A WARRANTY DEED, DATED FEBRUARY 18, 1977,  
BY AND BETWEEN THE CITY OF URBANA, ILLINOIS,  
AND JUMER'S CASTLE LODGE, INC.

WHEREAS, the City of Urbana, Illinois, and Jumer's Castle Lodge, Inc. have heretofore executed Articles of Agreement for A Warranty Deed, dated February 18, 1977, with respect to the following described real estate:

Lot Eight (8) of Central Business Addition,  
Urbana, Illinois, as per plat recorded in  
Plat Book "O" at page 1, situated in the  
City of Urbana, in Champaign County, Illinois;

and

WHEREAS, the parties to the said Articles of Agreement for A Warranty Deed desire to defer delivery of possession of the real estate from February 18, 1977 to August 1, 1977 or thirty (30) days after notice of a request for possession is delivered to the City of Urbana by Jumer's Castle Lodge, Inc. in the manner required by Article Three, Section 3-101 of the aforesaid Articles of Agreement, whichever date is earlier; and

WHEREAS, the parties to the aforesaid Articles of Agreement desire to defer the commencement of the obligation of Jumer's Castle Lodge, Inc. to pay the purchase price in 240 equal successive monthly installments, each in the amount of \$1,211.77, to the date that possession is delivered by the City of Urbana; and

WHEREAS, the City Council of the City of Urbana has determined that execution of the aforesaid Amendment to the said Articles of Agreement would be in the best interest of the City of Urbana for the reason that it will enable the said City to realize parking meter revenues from the aforesaid property that would not otherwise have been realized; and

WHEREAS, the City Council of the City of Urbana desire to authorize the Mayor to execute, and the City Clerk to attest, the said Amendment to the Articles of Agreement for A Warranty Deed, dated February 18, 1977, the said Amendment to be in the form attached hereto as Exhibit "A" and made a part hereof by this reference.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. The City Council of the City of Urbana finds as facts the matters hereinabove set forth.

Section 2. The City Council of the City of Urbana hereby authorizes and directs the Mayor of the City of Urbana to execute, and the City Clerk of the City of Urbana to attest the execution of, an Amendment to Articles of Agreement for A Warranty Deed, Dated February 18, 1977, by and between the City of Urbana, Illinois, and Jumer's Castle Lodge, Inc., the said Amendment being in the form attached to this Ordinance as Exhibit "A" and made a part hereof by this reference.

Section 3. Upon execution of the said Amendment as aforesaid, the Mayor of the City of Urbana or other proper official of the City is authorized and directed to deliver an executed copy of the said Amendment to Jumer's Castle Lodge, Inc. or its duly designated representative.

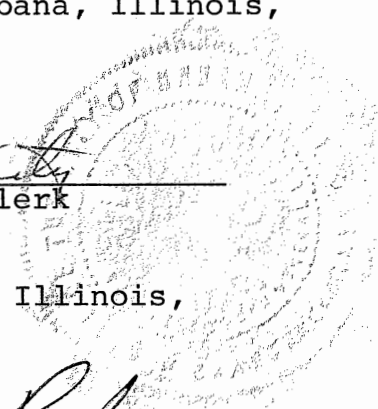
Section 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the City Council of the City of Urbana, Illinois, this 21 day of February, 1977.

Duane Eckerty  
Duane Eckerty, City Clerk

APPROVED by the Mayor of the City of Urbana, Illinois, this 2 day of March, 1977.

Hiram Paley  
Hiram Paley, Mayor.



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THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 7677-80 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens, City Clerk

Date

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AMENDMENT  
TO  
ARTICLES OF AGREEMENT FOR A WARRANTY DEED  
DATED FEBRUARY 18, 1977

THIS AGREEMENT made this \_\_\_\_\_ day of February, 1977, between the CITY OF URBANA, ILLINOIS, an Illinois home rule municipal corporation (hereinafter referred to as "Seller"), and JUMER'S CASTLE LODGE, INC., a Delaware corporation duly qualified to do business in the State of Illinois (hereinafter referred to as "Purchaser"), WITNESSETH:

WHEREAS, the parties hereto have previously entered into certain Articles of Agreement for A Warranty Deed wherein Seller agreed to sell to Purchaser, and Purchaser agreed to purchase, the following described real estate, to-wit:

Lot 8 of Central Business Addition, Urbana, Illinois, as per plat recorded in Plat Book "O" at page 1, situated in the City of Urbana in Champaign County, Illinois;

AND WHEREAS, the parties hereto now desire to amend the said Articles of Agreement for A Warranty Deed in the following mentioned respects.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. ARTICLE TWO, Section 2-101 (A) Possession. is hereby deleted and replaced as follows:

"(A) Possession. Possession of the real estate described in Section 1-101 hereof shall be delivered to Purchaser on the date of the earliest of (i) within thirty (30) days of the giving of notice as required by ARTICLE THREE Section 3-101, or (ii) August 1, 1977."

2. The last sentence in ARTICLE THREE, Section 3-101 is hereby deleted and replaced as follows:

"Seller agrees to remove, at its sole cost and expense, any parking meters now located, or hereafter installed by Seller, on the subject premises within thirty (30) days of Purchaser's written notice to Seller requesting removal, which notice shall be given according to the requirements set forth in ARTICLE NINETEEN, Section 19-101; provided however that notwithstanding the above, all of the parking meters shall be removed by Seller by August 1, 1977. Seller shall retain any and all parking meter revenues generated by reason of such parking meters being located on the subject premises."

3. The first sentence in ARTICLE ONE, Section 1-103 is hereby deleted and replaced as follows:

"Purchaser agrees to pay the Seller the purchase price of One Hundred Thirty Thousand Dollars (\$130,000.00), together with interest at the rate of nine and one-half percent (9-1/2%) per annum on the unpaid balance remaining from time to time, in 240 equal successive monthly installments, each in the amount of \$1,211.77, the first of which shall be paid within five (5) days of the Purchaser being placed in possession of the subject premises pursuant to ARTICLE TWO, Section 2-101 (A), and thereafter on the first day of each succeeding calendar month, with the last installment to be in the amount of the then remaining balance of the purchase price and interest."

4. The requirements of ARTICLE SEVEN, Section 7-101 (repairs and maintenance), ARTICLE EIGHT, Section 8-102 (duties and obligations), and ARTICLE FOURTEEN, Section 14-101 (indemnification) shall be conditioned upon the delivery of possession to Purchaser pursuant to ARTICLE TWO, Section 2-101 (A), as hereinbefore amended.

5. All of the provisions of the said Articles of Agreement for A Warranty Deed not amended hereby and not inconsistent herewith shall be, and remain, in full force and effect, subject only to the provisions contained herein.

IN WITNESS WHEREOF the parties have respectfully caused their corporate seals to be herein affixed in these presents to be signed by the respective duly authorized officers, the day and year first above written.

CITY OF URBANA, SELLER

By *[Signature]*  
Its Mayor

ATTEST:

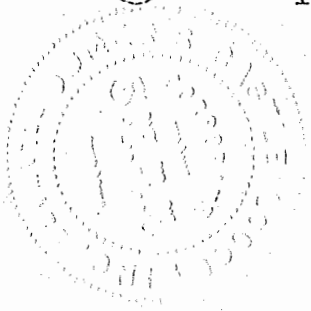
*[Signature]*  
City Clerk

JUMER'S CASTLE LODGE, INC.,  
PURCHASER

By *[Signature]*  
Its vice President

ATTEST:

*[Signature]*  
Its Secretary



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF CHAMPAIGN )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that HIRAM PALEY and DUANE ECKERTY, personally known to me to be the Mayor and City Clerk respectively of the CITY OF URBANA, Illinois, an Illinois home rule municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Mayor and City Clerk respectively and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument and that the seal affixed thereto is the seal of said corporation.

Given under my hand and notarial seal this 25<sup>th</sup> day of February, A.D. 1977.

Shirley A. Henderson  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF CHAMPAIGN )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that RONALD P. MELL and DAVID C. McGINNIS, personally known to me to be the Vice President and Secretary of JUMER'S CASTLE LODGE, INC., a Delaware corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice President and Secretary respectively and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument and that the seal affixed thereto is the seal of said corporation.

Given under my hand and notarial seal this 18<sup>th</sup> day of February, A.D. 1977.

Frederick  
Notary Public