

ORDINANCE NO. 3081-105

AN ORDINANCE
APPROVING FINAL PLAT
OF SALINEVIEW SUBDIVISION

WHEREAS, in Plan Case No. 1116-S-81, the Urbana Plan Commission has recommended approval of the final plat; and

WHEREAS, the developer has tendered a Subdivision Performance bond in the proper amount, which said bond has been approved by the City Engineer and Corporation Counsel.

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

1. That the Final Subdivision Plat of Salineview Subdivision as filed herein is approved as platted.
2. The Subdivision Performance Bond in the amount of \$12,000.00 is approved.
3. That the Subdivision Plat shall not be recorded until the attached Mortgage instrument is first recorded.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 4th day of May, 1981.

PASSED by the City Council this 4th day of May, 1981.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

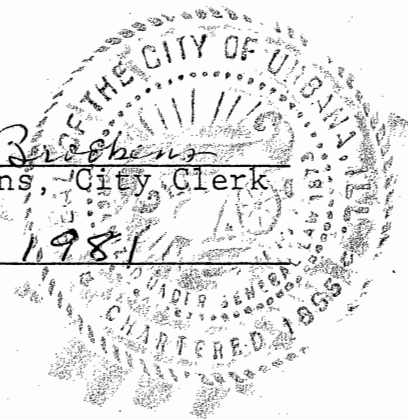
APPROVED by the Mayor this 18th day of May, 1981.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8081-105 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

May 13, 1981
Date



MORTGAGE

THIS INDENTURE, Made this 29th day of April, 1981, between Donald L. Flessner and Patricia K. Flessner, husband and wife, Mortgagors, and City of Urbana, Urbana, Illinois, its successors or assigns, Mortgagee.

WITNESSETH: That whereas the Mortgagors are justly obligated to the Mortgagee, as is evidenced by a certain agreement for the construction of pavement as herein provided.

NOW, THEREFORE, the said Mortgagors, for the better securing of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situated in the County of Champaign, and the State of Illinois, to-wit:

Lot 2 of a Subdivision of the South 24 Acres of the West one-half of the Southwest quarter of Section three, Township 19 North, Range Nine East of the Third Principal Meridian, except Lots three (3) and four (4) of Salineview Subdivision, in Champaign County, Illinois.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagors do hereby expressly release and waive.

And said Mortgagors covenant and agree as follows:
To dedicate to the public the following described land:

Beginning at the Northeast corner of Lot 3 of Salineview Subdivision, being located in the West half of the Southwest quarter of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian; thence on the East line of said Lot 3 S 00° 15' 30" W, 90.00 feet to the Southeast corner of said Lot 3; thence N 90° 00' 00" E, 60.00 feet to the Southwest corner of Lot 2 of said Subdivision; thence on the West line of said Lot 2 N 00° 15' 30" E, 90.00 feet to the Northwest corner of said Lot 2; thence S 90° 00' 00" W, 60.00 feet to the point of beginning,

and to construct an approved pavement according to City specifications between Lots 3 and 4 of Salineview Subdivision when requested by the City Engineer of Urbana and in accordance with his specifications, and whenever said Lot 2 described above is used for anything other than farming.

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, of the County, town, village, or city in which the said land is situated or otherwise, upon the Mortgagors or Mortgagee, on account of the ownership thereof.

In case of the refusal or neglect of the Mortgagors to perform said Agreement, or to satisfy any incumbrance on said premises, or to keep said premises in good repair, the Mortgagee may pay such liens, incum-

branches, taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagors.

And in the event of default, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill or complaint for that purpose, the court in which such bill or complaint is filed may at any time thereafter, and without regard to the solvency at the time of such application for a receiver, of the person or persons liable for the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

And there shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suits or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purposes authorized in the mortgage, with interest on such advances at the rate provided in the note secured hereby, from the time such advances are made. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagors.

A reconveyance of said premises shall be made by the Mortgagee to the Mortgagors on the performance of the covenants and agreements herein made by the Mortgagors.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successors in interest of the Mortgagors shall operate to release, in any manner, the original liability of the Mortgagors.

The covenants herein contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

Witness the hand and seal of the Mortgagors, the day and year first written.

Donald L. Flessner (SEAL)
Donald L. Flessner

Patricia K. Flessner (SEAL)
Patricia K. Flessner

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, Do Hereby Certify that Donald L. Flessner and Patricia K. Flessner, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 20th day of April, A. D. 1981

J. J. [Signature]
Notary Public.