

AN ORDINANCE
AUTHORIZING THE SALE OF CERTAIN REAL ESTATE
OWNED BY THE CITY OF URBANA AND ACQUIRED
UNDER THE COMMUNITY DEVELOPMENT PROGRAM

WHEREAS, Subsection (a), entitled "Sale of real estate", of Section 2-118, entitled "Purchase, sale, lease, etc., of real estate", of the Code of Ordinances, City of Urbana, Illinois, provides that any real estate owned by the City of Urbana may be sold in any manner prescribed by the City Council in an ordinance authorizing such sale; and

WHEREAS, the City Council has heretofore established policies regarding the sale and disposition of residential property acquired under the Community Development Program of the City of Urbana, which said policies were adopted on June 18, 1979 and July 16, 1979, and amended on May 19, 1980, copies of which are now on file in the offices of the City Clerk and the Department of Community Development; and

WHEREAS, the requirements of the said Subsection (a) of Section 2-118 for a public hearing and for the required notice for such public hearing do not, pursuant to the terms thereof, apply to the sale of residential property acquired under the Community Development Program; and

WHEREAS, the City Council now desires to sell the real estate commonly known as 1404 West Hill, Urbana, Illinois, which said property has heretofore been acquired under the Community

Development Program, in accordance with the said Subsection (a) of Section 2-118 and the policy heretofore established with respect thereto; and

WHEREAS, the City Council expressly finds and declares that such real estate is no longer needed for governmental purposes or proprietary activity of the City of Urbana.

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

Section 1. That the Contract for Sale of Real Estate by and between the City of Urbana, Illinois, a municipal corporation, and Bill J. Evans and Carolyn C. Evans, a copy of which said Contract is attached hereto and hereby incorporated by reference be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Contract together with all other necessary deeds and documents required by such Contract for and on behalf of the City of Urbana, Illinois.

Section 3. This Ordinance is hereby passed at a regular meeting of the City Council by the affirmative vote of three-fourths (3/4ths) of the City Council who did not abstain from voting on this Ordinance, all in accordance with Section 2-30 of

the Code of Ordinances, City of Urbana, Illinois, heretofore
adopted and in effect.

PASSED by the City Council this 18th day of January,
1982.

Ruth S. Brookens
Ruth S. Brookens
CITY CLERK



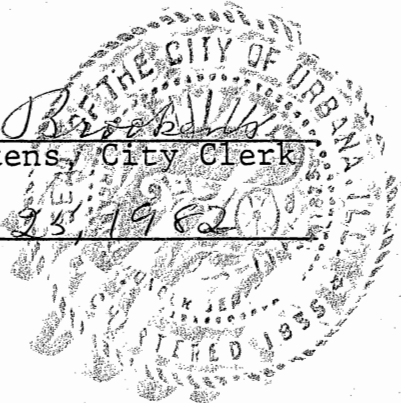
APPROVED by the Mayor this 26th day of January,
1982.

Jeffrey T. Markland
Jeffrey T. Markland
MAYOR

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8182-51 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

January 23, 1982
Date



AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT made and entered into this the _____ day of _____, 19____, by and between the City of Urbana, a Municipal Corporation, hereinafter referred to as SELLER, and Bill J. Evans and Carolyn C. Evans, each in his and her own right and as husband and wife, hereinafter referred to as BUYER.

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO:

1. Sale. The SELLER agrees to sell and convey, and the BUYER agrees to buy, the following described real estate:

Lot 11, Block 27 of Seminary Addition to City of Urbana,
Champaign County, Illinois.

and all improvements thereon, commonly known as 1404 West Hill, Urbana, Illinois.

2. Purchase Price. The purchase price of One Thousand and no/100 dollars (\$1,000.00), to be paid in the following manner:

Balance of purchase price to be paid in full at closing.

3. Title Evidence. SELLER shall deliver, or cause to be delivered to BUYER or BUYER'S agent, within a reasonable time, title or a title commitment for an owners title insurance policy issued by a title insurance company licensed to operate in the County of situs of the land, in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended Grantor, subject only to:

(a) The general exceptions common to property in Champaign County, Illinois;

(b) General taxes for the year 1981, due and payable in 1982, and subsequent years;

(c) Easements and restrictions apparent or of record;

(d) Special assessments or taxes.

4. Title Exception. If the title commitment discloses exceptions relating to title other than those referred to above, SELLER shall have thirty (30) days from the date of delivery thereof to have these exceptions removed from the commitment. If SELLER fails to have these exceptions removed within this time, BUYER may terminate this Contract or may elect, upon notice to SELLER within 30 days after the expiration of the first 30 day period, to take title as it then is with the right to deduct from the purchase price, liens, encumbrances of a definite or ascertainable amount. If BUYER does not so elect, the Contract shall become null and void without further action of the parties.

5. Conveyance. Conveyance shall be by a general warranty deed to the BUYER/BUYERS with release of dower and homestead rights, subject to the exceptions in paragraph 3 above.

6. Expenses. The expenses of this transaction shall be paid as follows:

(a) SELLER will pay the cost of the title policy or of providing a merchantable abstract, and his share of the search cost or certificate on said abstract;

(b) BUYER will pay his own share of the search on the title policy or his share of the certificate on the abstract; and

(c) BUYER shall pay for recording the Deed.

7. Apportionments. The following items shall be apportioned between the SELLER and the BUYER as of the day of closing:

(a) General taxes, including permanently recurring special assessment taxes for the year 1982, due and payable in 1983. Such taxes shall be prorated on the basis of the last ascertainable tax bill at time of closing and no further adjustments will be made with respect thereto thereafter;

(b) Title company charges in accordance with the provisions set out above.

8. Taxes and Assessments. General taxes for the year 1981, due and payable in 1982, shall be paid by SELLER, or credit given to the BUYER at closing based on the last ascertainable tax bill and no further adjustments will be made with respect thereto. All special assessments and taxes levied or confirmed prior to the date of this Contract shall be paid by SELLER, or the SELLER may give the BUYER credit at closing for such amounts. All special assessments and taxes levied and/or assessed on or after the date hereof become the obligation of BUYER, and BUYER takes property subject to same.

9. Closing. Closing shall be at the office of Community Development Division, 112 South Webber, Urbana, Illinois, on or before February 15, 1982, or at any other place mutually agreeable between the parties.

10. Possession. Possession of the premises shall be delivered to the BUYER on closing.

11. Termination. Either party may terminate this contract by giving the other party ten (10) days notice of intent to terminate this Contract; unless such notice of intent is withdrawn prior to the expiration of ten (10) days of mailing such notice of intent to terminate, this Contract shall become null and void and all rights and obligations hereunder shall terminate. If either party fails to perform any act required of such party under this Contract and continues to fail to perform after ten (10) days notice from the other party, this Contract shall become null and void upon the written election of the nondefaulting party mailed to the defaulting party.

12. Notices. All notices herein required shall be in writing and served on the parties at the address following their signatures. The mailing

of a notice by registered or certified mail, return receipt requested, shall be sufficient notice.

IN WITNESS WHEREOF, the parties hereunto set their hands the day and year first written above.

SELLER:

BUYER:

City of Urbana
Jeffrey T. Markland, Mayor

Bill J. Evans

Carolyn C. Evans

Address:

City of Urbana

Community Development Division

112 S. Webber, P.O. Box 946

Urbana, Illinois 61801

ATTESTED:

City Clerk