

ORDINANCE NO. 8182-85

AN ORDINANCE CONCERNING THE
SULLY'S AUTO CENTER PROJECT

WHEREAS, on April 22, 1982, pursuant to Ordinance No. 8182-43 passed December 7, 1981 and approved December 9, 1981 (the "Bond Ordinance") the City of Urbana, Illinois issued \$675,000 aggregate principal amount Industrial Project Revenue Bonds, Series A (the "Series A Bonds"); and

WHEREAS, pursuant to the Bond Ordinance there was approved a Loan Agreement dated December 1, 1981 by and between the City and James A. Sullivan and Rachael O. Sullivan (the "Borrower") in connection with the City loan of the proceeds from the sale of the Series A Bonds to the Borrower; and

WHEREAS, the Borrower desires to convey the Project to the Bank of Illinois in Champaign, Champaign, Illinois as Trustee under a Trust Agreement dated May 10, 1982, and known as Trust Number 1012 (the "Land Trustee"); and

WHEREAS, to comply with the requirements of the documents in connection with the Series A Bonds, including the Loan Agreement, certain agreements, consents and approvals are required of the City and other parties involved.

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

1. That the form, terms and provisions of An Agreement in Connection with City of Urbana, Champaign County, Illinois, \$675,000 Industrial Project Revenue Bonds, Series A (Sully's Auto Center Project) (the "Agreement"), a copy of which is before this meeting, be and is hereby in all respects approved.
2. That the Mayor and the City Clerk be, and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of the City. The Agreement as executed and delivered, shall be in substantially the form thereof now before this meeting and hereby approved, or with such changes therein as shall be approved by the officers of the City executing the same, their execution thereof to constitute conclusive evidence of their approval and the City's approval of any and all changes or revisions therein from the form of the Agreement, now before this meeting; and from and after the execution and delivery of the Agreement the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to

execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as so executed and delivered.

PASSED by the City Council this 21st day of June, 1982.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 28th day of June, 1982.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

AN AGREEMENT IN CONNECTION WITH
CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS
\$675,000 INDUSTRIAL PROJECT REVENUE BONDS, SERIES A
(SULLY'S AUTO CENTER PROJECT)

THIS AGREEMENT is made as of the date of the last to sign of the parties hereto.

W I T N E S S E T H:

WHEREAS, pursuant to Ordinance No. 8182-43, passed December 7, 1981, and approved December 9, 1981, the City of Urbana, Champaign County, Illinois (the "Municipality") issued \$675,000 aggregate principal amount Industrial Project Revenue Bonds, Series A (the "Series A Bonds"); and

WHEREAS, the Series A Bonds are dated April 22, 1982 and are issued pursuant to an Indenture of Trust dated December 1, 1981 (the "Indenture") by and between the Municipality and The Commercial Bank of Champaign, Champaign, Illinois, as Trustee (the "Trustee"); and

WHEREAS, the proceeds from the sale of the Series A Bonds were loaned by the Municipality to James A. Sullivan and Rachael O. Sullivan (the "Borrower") pursuant to a Loan Agreement dated December 1, 1981 (the "Loan Agreement"); and

WHEREAS, the Borrower, as evidence of its obligations under the Loan Agreement, issued and delivered its \$675,000 Promissory Note dated April 22, 1982 (the "Note") to the Municipality, which Note was assigned by the Municipality to the Trustee under the Indenture; and

WHEREAS, the Borrower has granted to the Municipality a first mortgage lien on the Project, subject to Permitted Liens as defined in the Loan Agreement, pursuant to a Mortgage dated December 1, 1981 (the "Mortgage"); and

WHEREAS, pursuant to a Lease Agreement dated December 1, 1981 (the "Lease Agreement") by and between the Borrower as Lessor and Sully's Auto Center, a partnership organized and existing under the laws of the State of Illinois, the partners of which are James A. Sullivan and Kevin O. Sullivan, as Lessee, which interest as Lessee has been assigned to and assumed by Sullivan Auto Center, Inc., an Illinois corporation, the Lessee as of this date under the Lease Agreement; and

WHEREAS, the Loan Agreement, the Mortgage, the Lease Agreement and the Indenture have all been recorded on April 22, 1982 with the Champaign County Recorder as documents numbered 82R5027 through 82R5030, inclusive; and

WHEREAS, to induce the purchasers of the Series A Bonds to purchase them and to enhance their marketability and to achieve cost savings and other savings for the Borrower and the

Lessee, the Borrower has entered into a Guaranty Agreement dated December 1, 1981 (the "Borrower Guranty") with the Trustee and a Contingent Purchase Agreement dated December 1, 1981 (the "Contingent Purchase Agreement") with the Trustee, and the Lessee has entered into a Guaranty Agreement dated December 1, 1981 (the "Lessee Guaranty") with the Trustee; and

WHEREAS, the Borrower desires to convey the Project to the Bank of Illinois in Champaign, Champaign, Illinois as Trustee under a Trust Agreement dated May 10, 1982 and known as Trust Number 1012 (the "Land Trustee").

NOW, THEREFORE, the undersigned hereby agree, stipulate, consent, acknowledge, or approve, as their respective interests appear, as follows:

1. Loan Agreement. The Borrower hereby assigns to the Land Trustee, and the Land Trustee hereby accepts the assignment by the Borrower of, all right, title and interest and all of the warranties, indemnities, representations, covenants, obligations, undertakings, and agreements of the Borrower in and under the Loan Agreement and the Note. The Municipality and the Trustee acknowledge, approve, and consent to the assignment as set forth in te preceding sentence. The Land Trustee hereby assuems all of the warranties, indemnities, representations, covenants, obligations, undertakings and agreements of the Borrower under the Loan Agreement and the Note with the same force and effect as if the Land Trustee had itself executed the Loan Agreement and the Note. The provisions of this paragraph 1 shall constitute and be construed as amendments to the Loan Agreement and the Note without any further action being required in connection therewith.

2. Mortgage. The Borrower hereby assigns to the Land Trustee, and the Land Trustee hereby accepts the assignment by the Borrower of, all right, title and interest and all of the warranties, indemnities, representations, covenants, obligations, undertakings, and agreements of the Borrower in and under the Mortgage. The Municipality and the Trustee acknowledge, approve and consent to the assignment as set forth in the preceding sentence. The Land Trustee hereby assumes all of the warranties, indemnities, representations, covenants, obligations, undertakings and agreements of the Borrower under the Mortgage with the same force and effect as if the Land Trustee had itself executed the Mortgage. The provisions of this paragraph 2 shall constitute and be construed as amendments to the Mortgage without any further action being required in connection therewith.

3. Lease Agreement. The Borrower hereby assigns to the Land Trustee, and the Land Trustee hereby accepts the assignment by the Borrower of, all right, title and interest and all of the warranties, indemnities, representations, covenants, obligations, undertakings, and agreements of the Borrower in and under the Lease Agreement. The Municipality, the Trustee and the Lessee acknowledge, approve and consent to the assignment as set forth in the preceding sentence. The Land Trustee hereby assumes

all of the warranties, indemnities, representations, covenants, obligations, undertakings and agreements of the Borrower under the Lease Agreement with the same force and effect as if the Land Trustee had itself executed the Lease Agreement. The provisions of this paragraph 3 shall constitute and be construed as amendments to the Lease Agreement without any further action being required in connection therewith.

4. Consent and Approval. The Trustee hereby certifies that the registered holders and owners of 100% of the outstanding principal amount of the Series A Bonds are as follows:

<u>Bond Number</u>	<u>Aggregate Principal Amount</u>	<u>Registered Owner</u>
R-1	\$425,000	The Commercial Bank of Champaign, Champaign, Illinois
R-2	\$250,000	The Champaign National Bank, Champaign, Illinois

The Commercial Bank of Champaign, Champaign, Illinois and The Champaign National Bank, Champaign, Illinois, hereby approve and consent to the conveyance of the Project by the Borrower to the Land Trustee and to the provisions of paragraphs 1, 2 and 3 of this Agreement. The Municipality, the Trustee, the Borrower, and the Lessee hereby approve and consent to the conveyance of the Project by the Borrower to the Land Trustee and to the provisions of paragraphs 1, 2 and 3 of this Agreement.

5. Guaranty and Contingent Purchase Agreement. The Borrower, the Lessee and the Trustee as parties to the Borrower Guaranty, Lessee Guaranty, and the Contingent Purchase Agreement, as the case may be, hereby stipulate and agree that the provisions of this Agreement and the conveyance of the Project by the Borrower to the Land Trustee shall not abrogate, diminish or impair in any way the warranties, indemnities, representations, covenants, obligations, undertakings and agreements of the parties to the Borrower Guaranty, the Lessee Guaranty and the Contingent Purchase Agreement and that such instruments shall be construed in a manner consistent with the provisions of this Agreement.

6. Land Trustee Limited Liability. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Land Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Land Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Land Trustee or for

the purpose or with the intention of binding said Land Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described or referred to herein, and this instrument is executed and delivered by said Land Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Land Trustee; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Land Trustee, on account of this instrument or on account of any warranty, indemnity, representations, covenant, undertaking, or agreement of the said Land Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

7. Effective Date. This Agreement shall become effective upon the date of the last acknowledgement of the parties hereto and its recording with the Recorder of Deeds of Champaign County, Illinois.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date of their respective execution.

City of Urbana, Champaign County,
Illinois

By: _____
Its Mayor

Attest: _____
City Clerk (SEAL)

The Commercial Bank of Champaign,
Champaign, Illinois

By: _____
Its _____ President

The Champaign National Bank,
Champaign, Illinois

By: _____
Its _____ President

Bank of Illinois in Champaign,
Trust No. 1012

By: _____
Its _____ Trust Officer

Attest: _____
Its _____ (SEAL)

The Commercial Bank of Champaign,
Champaign, Illinois, as Trustee

By: _____
Its _____

Attest: _____
Its _____ (SEAL)

James A. Sullivan

Rachael O. Sullivan

Sullivan Auto Center, Inc.

By: _____
Its _____ President

Attest: _____
Its _____ Secretary (SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

On this _____ day of _____, 1982, before me personally appeared Jeffrey T. Markland and Ruth S. Brookens personally known to me to be the Mayor and City Clerk, respectively, of the City of Urbana, Champaign County, Illinois and known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of the said City of Urbana, for the uses and purposes therein set forth.

Notary Public

(SEAL)

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

On this _____ day of _____, 1982, before me personally appeared _____ personally known to me to be the _____ President of The Commercial Bank of Champaign, Champaign, Illinois and known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and the free and voluntary act of the said Commercial Bank of Champaign, for the uses and purposes therein set forth.

Notary Public

(SEAL)

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

On this _____ day of _____, 1982, before me personally appeared Charles R. Eyman personally known to me to be a Vice President of The Champaign National Bank, Champaign, Illinois and known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that

he signed and delivered the said instrument as his free and voluntary act, and the free and voluntary act of the said Champaign National Bank, for the uses and purposes therein set forth.

Notary Public

(SEAL)

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

On this _____ day of _____, 1982, before me personally appeared _____ and _____ personally known to me to be the _____ President and _____ of The Commercial Bank of Champaign, as Trustee, and known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of said Commercial Bank of Champaign as Trustee, for the uses and purposes therein set forth.

Notary Public

(SEAL)

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

On this _____ day of _____, 1982, before me personally appeared James A. Sullivan and Rachael O. Sullivan and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Notary Public

(SEAL)

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

On this _____ day of _____, 1982, before me personally appeared James A. Sullivan and _____ personally known to me to be the President and _____ Secretary, respectively, of Sullivan Auto Center, Inc. and known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of Sullivan Auto Center, Inc., for the uses and purposes therein set forth.

Notary Public

(SEAL)

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

On this _____ day of _____, 1982, before me personally appeared _____ and _____, personally known to me to be a _____ Trust Officer and _____, respectively, of The Bank of Illinois in Champaign, Champaign, Illinois and known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of the said Bank of Illinois in Champaign, as Land Trustee, for the uses and purposes therein set forth.

Notary Public

(SEAL)