

ORDINANCE NO. 8485-21

AN ORDINANCE AUTHORIZING THE
PURCHASE OF CERTAIN REAL ESTATE

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that the acquisition of the real estate specified in the attached agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: The implementation of the Community Development Block Grant Program of the City of Urbana,

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

1. That the City of Urbana hereby approves the agreement by and between the City of Urbana and the Seller, Robert & Dorothy Philbeck, attached hereto relating to the premises commonly known as 708 N. Hickory, Urbana, Illinois, and authorizes and directs the Mayor of the City of Urbana to execute the same on behalf of the City of Urbana.

2. This Ordinance shall be effective immediately upon its passage and approval by the Mayor.

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 17th day of September, 1984.

PASSED by the City Council this 17th day of September, 1984.

Ruth S. Brookens
Ruth Brookens, City Clerk

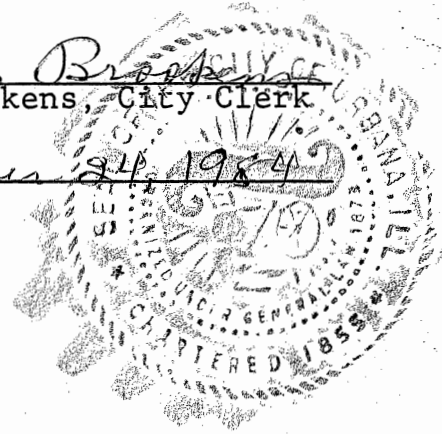
APPROVED by the Mayor this 25th day of September, 1984.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8485-21 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

September 24, 1984
Date



CONTRACT FOR SALE OF REAL ESTATE

PARCEL NO. _____

BLOCK GRANT NO. _____

THIS AGREEMENT made and entered into this the _____ day of _____, 1984, by and between THE CITY OF URBANA, ILLINOIS, A Municipal Corporation of the State of Illinois, hereinafter referred to as BUYER, and ROBERT PHILBECK and DOROTHY PHILBECK, hereinafter referred to as SELLER.

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:

Commencing at a point 150 ft. north of the S.W. corner of Lot 6 in William T. Webber Estate Subdivision to the point of beginning; thence 140 ft. east; then 62 ft. north; then 140 ft. west; then south 62 ft. south to the point of beginning located in the E 1/3 of the NW 1/4 of the SW 1/4 of Section 9, Township 19 North, Range 9 East of the 3rd Principal Meridian in the City of Urbana, Champaign County, Illinois,

and all improvements thereon, commonly known as 708 North Hickory, Urbana, Illinois.

2. Purchase Price. The purchase price of TEN THOUSAND and FIVE HUNDRED & c Dollars (\$ 10,500.00) is to be paid after deductions for credits and other deductions allowed in this contract, in cash at closing.

3. SELLER agrees to furnish to BUYER within ten (10) days from the date hereof, without expense to the BUYER, such abstract, certificates or other evidence of title as SELLER may have affecting the premises herein described.

4. BUYER shall have forty (40) days from the date of delivery of whatever evidence of title that SELLER has to procure a title commitment insurance policy or to have the abstract brought down to date of contract. If the said title commitment or abstract discloses exceptions relating to title in the nature of judgments, liens, encumbrances, mortgages and special assessments, or other matters affecting merchantability of title other than general taxes for the current year, then BUYER shall be obliged to purchase the subject property only if BUYER is granted the right, from the proceeds of this contract, to extinguish any such exceptions affecting the merchantable title of the subject property. If BUYER is not granted this right and/or

BUYER cannot cure the said encumbrances to produce merchantable title within a reasonable time, this contract shall become null and void at the election of BUYER.

5. Conveyance. Conveyance shall be by a general warranty deed to the BUYER, with release of dower and homestead rights. BUYER shall pay any and all expenses relating to title insurance commitments and/or bringing any abstract down to date of this contract.

6. Taxes and Assessments. General taxes for the year 19 83, due and payable in 19 84, 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. General taxes for the year 19 84, due and payable in 19 85, 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.

7. Loss or Damage of Improvements. SELLER shall deliver the property to BUYER in substantially the same condition at the time of closing as on the date of this agreement, excepting therefrom ordinary wear and tear thereto and damage or loss covered by insurance. If prior to closing the improvements on these premises are destroyed or materially damaged by fire, other casualty or any act or occurrence, other than an act of BUYER, BUYER has the right to rescind this agreement and have the earnest money returned, or at the BUYER'S option, BUYER shall be entitled to settle the loss with the insurance company and to receive the proceeds of insurance applicable thereto. To that end, SELLER shall execute all necessary proofs of loss, assignments of claim and similar items.

8. Closing. Closing shall be at the offices of the Community Development Department of the City of Urbana, Illinois, or at any other place mutually agreeable between the parties, on or before March 31, 19 85. Possession of the premises shall be delivered to the BUYER on closing.

9. In the event possession is not delivered to BUYER at closing, SELLER, if occupying the property, shall become a tenant from month to month at a monthly rental of ONE HUNDRED Dollars (\$ 100.00) per month, payable in advance; said tenancy shall be deemed to begin on the 1st day of the second month from the date of closing. If SELLER occupies the subject premises after closing, BUYER shall not be responsible for repairs or the furnishing of utilities. SELLER may vacate the premises by giving three (3) days notice to BUYER and all rent otherwise due and payable will be prorated to the date of delivery of possession. In any such event, SELLER must vacate the subject premises within thirty (30) days written notice to vacate.

10. Provided, however, this entire contract is contingent upon the acceptance by SELLER of standard housing as such is defined in the HUD Rules and Regulations. If SELLER does not accept such standard housing by the 31st day of March, 19 85, this contract shall become null and void and the parties restored to their former positions.

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

SELLER

BUYER: CITY OF URBANA, ILLINOIS,

ROBERT PHILBECK

By: _____
Jeffrey T. Markland, Mayor

DOROTHY PHILBECK

Attest: _____
Ruth S. Brookens, City Clerk

Address: _____

Address: 400 South Vine Street

Urbana, Illinois 61801

SELLER acknowledges that he, she, they did receive a copy of form A-8, which is a statement of the basis for the determination of just compensation for the subject property, on the _____ day of _____, 19____.

Seller

Seller