

ORDINANCE NO. 9697-61

AN ORDINANCE AUTHORIZING THE PURCHASE
OF CERTAIN REAL ESTATE
(813 East Park Street)

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: implementation of the *Annual Action Plan* and the *Woodland Park Neighborhood Plan*.

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 attached hereto and authorizes the Mayor of the City of Urbana to execute the same on behalf of the City of Urbana. The attached agreement relates to the following described premises, located in Urbana, Illinois.

Lots 8 & 9, Block 2 in Mrs. E. Barr's Subdivision, situated in Champaign County, Illinois; and all improvements thereon; commonly known as 813 East Park Street, Urbana, Illinois.

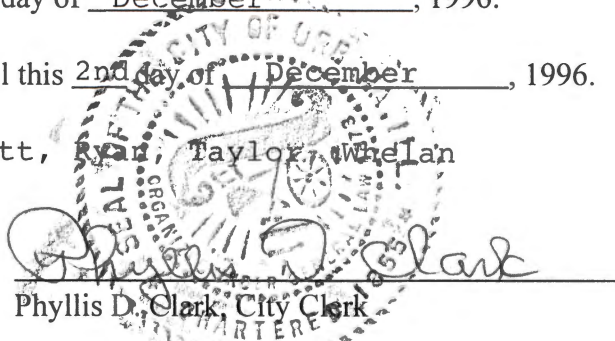
2. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 2nd day of December, 1996.

PASSED by the City Council this 2nd day of December, 1996.

AYES: Hayes, Kearns, Patt, Ryan, Taylor, Whelan

NAYS:

ABSTAINS:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 6th day of December, 1996.

Tod Satterthwaite
Tod Satterthwaite, Mayor

THIS ORDINANCE CONSISTS OF 1 PAGES.

Initials SR

CONTRACT FOR SALE OF REAL ESTATE

PTN: 91-21-09-305-006

THIS AGREEMENT made and entered into this 18th day of December, 1996, by and between the CITY OF URBANA, ILLINOIS, a municipal corporation of the State of Illinois, hereinafter referred to as "BUYER," and THEODORE J. BURGIN, BONNIE J. BURGIN, AND THEODORE J. BURGIN, III, 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 BUYER agrees to buy, the following described parcel of real estate:

Lots 8 & 9, Block 2 in Mrs. E. Barr's Subdivision, situated in Champaign County, Illinois;

and all improvement thereon, commonly known as 813 East Park Street, Urbana, Illinois, (hereinafter referred to as "Subject Property").

2. Purchase Price. The agreed purchase price of Thirteen Thousand and 00/100 Dollars (\$13,000.00) shall be paid in cash at closing but from such purchase price shall be first deducted the credits and other deductions allowed to SELLER in this contract.
3. Evidence of Title. Within a reasonable time, SELLER shall deliver to BUYER as evidence of SELLER's title a Commitment for Title Insurance issued by a title insurance company regularly doing business in Champaign County, committing the company to issue a policy in the usual form insuring title to the Subject Property in BUYER's name for the amount of purchase price. BUYER shall be responsible for payment of the owner's premium and any and all search charges.

Permissible exceptions to title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the property and which do not restrict reasonable use of the property; and existing mortgages to be paid by SELLER or assumed by BUYER at closing.

If title evidence discloses exceptions other than those permitted, BUYER shall give written notice of such exceptions to SELLER within a reasonable time. SELLER shall

have a reasonable time to have such title exceptions removed, or, any such exceptions which may be removed by the payment of money may be cured by deductions from the purchase price at the time of closing. If SELLER is unable to cure such exceptions, then BUYER shall have the option to terminate this contract.

4. Conveyance. Conveyance shall be by a general warranty deed to the BUYER, with release of dower and homestead rights.
5. Taxes and Assessments. Real estate taxes apportioned up to the date of possession shall be SELLER's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the Subject Property as of the date of this Contract shall be SELLER's expense. All such taxes and special assessments shall constitute a credit to BUYER against the purchase price and shall release SELLER from any further liability to BUYER in connection therewith.
6. Closing. Closing shall be at the office of the Urbana Grants Management Division, Urbana, Illinois, or at any other place mutually agreeable between the parties, on or before December 31, 1996. Possession of the premises shall be delivered to BUYER upon closing.
7. Condition of Property. BUYER agrees to accept the Subject Property in its "as-is" condition, and SELLER disclaims all warranties express or implied as to the condition of the premises.

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

SELLER:
THEODORE J. BURGIN, JR.
BONNIE J. BURGIN
THEODORE J. BURGIN, III

BUYER:
CITY OF URBANA, ILLINOIS

Theodore J. Burgin, Jr.
Theodore J. Burgin, Jr.

BY: Tod Satterthwaite
Tod Satterthwaite, Mayor

Bonnie J. Burgin
Bonnie J. Burgin

ATTEST: Phyllis D. Clark
Phyllis D. Clark, City Clerk

Theodore J. Burgin III
Theodore J. Burgin, III