

ORDINANCE NO. 9697-73

AN ORDINANCE  
AUTHORIZING THE SALE OF CERTAIN REAL ESTATE  
OWNED BY THE CITY OF URBANA AND ACQUIRED  
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
(1101 North Goodwin Avenue)

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

WHEREAS, on January 13, 1997, real estate commonly known as 1101 North Goodwin Avenue, Urbana, Illinois (hereinafter “Subject Property”) was acquired by the City of Urbana; and

WHEREAS, the City Council now desires to sell Subject Property in accordance with said Subsection (a) of Section 2-118, to the owner of contiguous real estate commonly known as 1103 North Goodwin Avenue, Urbana, Illinois; and

WHEREAS, the City Council expressly finds and declares that Subject Property 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 Agreement for sale of real estate by and between the City of Urbana, Illinois, as Seller, and Roberta Frazier, as Buyer, a copy of said Agreement attached hereto and incorporated herein by reference, be and the same is hereby authorized and approved.

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

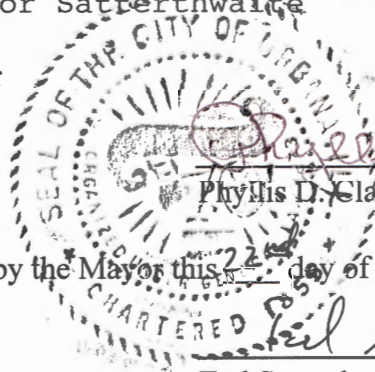
Section 3. This Ordinance is hereby passed at a special meeting of the City Council by the affirmative vote of three-fourths (3/4ths) of the City Council who did not abstain from voting on this Ordinance, all in accordance with Section 2-30 of the Code of Ordinances, City of Urbana, Illinois, heretofore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

PASSED by the City Council this 22 day of January, 1997.

AYES: Hayes, Kearns, Patt, Pollock, Ryan, Taylor, Whelan, and Mayor Satterthwaite

NAYS:

ABSTAINED:



*Phyllis D. Clark*  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 22 day of January, 1997.

*Tod Satterthwaite*  
Tod Satterthwaite, Mayor

AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1997, by and between the CITY OF URBANA, ILLINOIS, a municipal corporation of the State of Illinois, hereinafter referred to as the "SELLER," and ROBERTA FRAZIER AND W.S. DAVIS, hereinafter referred to as "BUYER."

WITNESSETH:

In consideration of the agreements contained herein, the parties agree as follows:

1. SELLER agrees to sell and BUYER agrees to buy the following described parcel of real estate:

The South Half of Lot 12 in Block 12 in Seminary Addition to Urbana, as per plat recorded in Deed Record "Y" at Page 208, situated in the City of Urbana, in Champaign County, Illinois; (PTN: 91-21-07-259-015)

and all improvements thereon, more commonly known as 1101 North Goodwin Avenue, Urbana, Illinois (hereinafter referred to as "SUBJECT PROPERTY").

2. BUYER agrees to pay for SUBJECT PROPERTY the sum of Two Thousand Six Hundred and 00/100 Dollars (\$2,600.00) payable at the rate of zero percent (0%) interest per annum as follows:

one payment of Seventy-Two and 30/100 Dollars (\$72.30) due on or before March 1, 1997, and thirty-five (35) equal monthly payments of Seventy-Two and 22/100 Dollars (\$72.22), the first such payment due on or before April 1, 1997, and a like payment thereafter due on or before the first day of each month following until February 1, 2000, at which time any unpaid balance, including any late charges or other charges provided for in this Agreement shall be due and payable.

All payments shall be made payable to the "City of Urbana," c/o Urbana Finance Department, 400 South Vine Street, Urbana, Illinois 61801.

SELLER shall pay all special assessments and real estate taxes assessed against SUBJECT PROPERTY for 1996 real estate taxes payable in 1997. BUYER shall pay all

1997 real estate taxes due and payable in 1998. Real estate taxes for 1997 payable in 1998 shall not be prorated between BUYER and SELLER.

In the event any monthly payment under this Agreement is not paid on or before the fifth (5th) day of any month, such payment shall be in default, and BUYER shall incur a late payment charge of Five and 00/100 Dollars (\$5.00) for each and every day from and after such fifth (5th) day such monthly payment remains unpaid.

3. BUYER shall have the privilege of paying any additional amount on the balance at any time without penalty.
4. SELLER agrees to convey SUBJECT PROPERTY to BUYER by good and sufficient Warranty Deed, subject to current general taxes, covenants, conditions, restrictions, easements apparent or of record, and to all applicable zoning laws and ordinances. Said deed shall be held for delivery to BUYER upon completion of the terms of this Agreement by the Urbana Grants Management Division or such other agency or persons as may be designated by SELLER. BUYER shall execute a Quit Claim Deed in favor of SELLER to be used by SELLER in the event this Agreement is terminated prior to BUYER's complete performance.
  - A. No legal right, title, or interest, except as Contract Purchaser, in the premises or on any parts thereof, shall vest in BUYER until the delivery of the deed aforesaid by SELLER, or until the full payment of the purchase price at the times and in the manner herein provided.
  - B. In the event the Urbana Finance Department shall accept as payment any check, draft, or other instrument which shall not be honored or credited when presented to the maker or drawee for payment, SELLER shall have the right and privilege of charging the same back to the principal balance of this Agreement in addition to a processing fee of Fifteen and 00/100 Dollars (\$15.00).
  - C. Upon evidence of payment of the full contract balance by BUYER, SELLER shall deliver the Warranty Deed and the Real Estate Transfer Declaration to BUYER, and the Quit Claim Deed shall be destroyed.
5. BUYER agrees to accept SUBJECT PROPERTY in its "as-is" condition, and SELLER disclaims all warranties express or implied as to the condition of SUBJECT PROPERTY.
6. 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 SELLER's name, subject to BUYER's contract rights, for at least Two Thousand Six Hundred and 00/100 Dollars

(\$2,600.00). SELLER 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; and covenants and restrictions of record which are not violated by the existing improvements or the present use of SUBJECT PROPERTY and which do not restrict reasonable use of SUBJECT PROPERTY.

BUYER shall point out in writing to SELLER, within a reasonable time after receipt of the evidence of title, any objections which BUYER may have thereto and, unless so pointed out, the evidence of title shall be conclusively presumed to be accepted by BUYER.

SELLER shall have reasonable time to cure any objections actually interfering with or impairing the merchantability of title to the real estate. SELLER or BUYER shall have the right to cure any such objections which may be removed by the payment of money, deducting the amount of such payment from the purchase price at the time of closing.

If SELLER is unable to cure any such objections and is unable to procure a title policy insuring over such objection, then BUYER shall have the option to terminate this Agreement, in which case BUYER shall be entitled to the return of any and all monies heretofore paid by her.

7. SELLER shall deliver possession of SUBJECT PROPERTY to BUYER concurrently with the closing of this transaction to be held on or before March 1, 1997.
8. BUYER agrees to keep SUBJECT PROPERTY properly mowed and free of excess vegetation and debris. BUYER shall neither suffer nor commit any waste on or to SUBJECT PROPERTY. BUYER agrees to promptly respond to any notices received from the City of Urbana with regard to violations of the city's environmental control ordinances and to promptly correct any environmental control ordinance violations cited by the city.

BUYER agrees that she shall not cause any structures to be constructed or placed on SUBJECT PROPERTY without prior written consent of the Grants Management Division Manager acting on behalf of the SELLER. Such consent, however, shall not be unreasonably withheld except SELLER shall have the right, in the event the estimated costs exceed the sum of Five Hundred and 00/100 Dollars (\$500.00), to require proof at commencement of such work that funds are available for the payment of such costs and that BUYER has obtained fire, wind, and extended coverage insurance on property improvements.

BUYER shall promptly pay all bills or charges incurred by her for materials, services, labor, or other like items which may create liens under the Mechanic's Lien Act of the State of Illinois. BUYER agrees that if a Mechanic's Lien claim is filed against SUBJECT PROPERTY, she will at her cost, defend the same and in the event that such claim is reduced to a final non-appealable judgment, SELLER shall be entitled to declare an act of default hereunder.

BUYER shall promptly pay all charges, fines, taxes, assessments, and other charge, fines, and impositions attributable to SUBJECT PROPERTY and to contiguous property commonly known as 1103 North Goodwin Avenue, Urbana, Illinois. BUYER shall promptly furnish to SELLER all notices of amounts due under this Section, and in the event SELLER shall make payment directly, BUYER shall promptly repay SELLER and discharge any lien placed against SUBJECT PROPERTY or said contiguous property.

9. If BUYER fails to make any payment within five (5) days after such payment becomes due or if BUYER fails to perform any obligations imposed upon her by this Agreement including those specified in Section 8 hereof, BUYER shall be in default under this Agreement. SELLER may then serve written Notice of Default upon BUYER, and if BUYER fails to remedy such default within a period of ten (10) days after service of such Notice of Default upon her, then SELLER may, by written Notice of Acceleration served upon BUYER prior to BUYER's remedy of the Default, declare the full amount unpaid hereunder, whether otherwise due and payable or not, immediately due and payable. If BUYER fails to make such full and complete payment of the unpaid balance within a period of ten (10) days after service of such Notice of Acceleration upon her, then SELLER may, by written Notice of Termination served upon BUYER, terminate this Agreement in which event all monies paid under this Agreement by BUYER may be retained by SELLER as liquidated damages for breach of this Agreement. In the event of such termination of this Agreement, BUYER agrees to surrender immediate possession of the premises to SELLER. SELLER shall be entitled to receive from BUYER the sum of Twenty-Five and 00/100 Dollars (\$25.00) for each Notice of Default served upon BUYER by SELLER. BUYER's default shall not be considered remedied until such additional amount is paid to SELLER.

No failure by SELLER to elect to declare a default, to elect to declare acceleration, or to elect to declare a termination shall be deemed a waiver of SELLER's rights to make such election.

In the event of failure of SELLER to perform the obligations imposed upon it by this Agreement, BUYER may terminate this Agreement upon similar Notice of Default and similar Notice of Termination served upon SELLER.

10. Default by BUYER or SELLER shall entitle the non-defaulting party to claim as damages all reasonable costs, attorneys' fees, and expenses incurred in connection with enforcement of this Agreement.
11. BUYER shall not sell or transfer all or any part of SUBJECT PROPERTY or any interest therein, including the grant of any leasehold interest with option to purchase, nor shall BUYER assign this Agreement, without the prior written consent of SELLER to such sale or assignment; provided, however, that SELLER shall not unreasonably withhold such consent and further provided that no such sale or assignment shall act as a discharge or release of BUYER's liability under this Agreement.
12. Any notice required under this Agreement to be served upon SELLER or BUYER shall be personally delivered, or shall be mailed by Certified Mail to such parties at the address shown herein following their signatures, or at such other place as the parties may from time to time designate in writing.
13. All offers, acceptances, oral representations, and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this Agreement.
14. The time of performance of the obligations of the parties to this Agreement is of the essence.
15. All terms of this Agreement shall be binding upon the heirs, legatees, devisees, representatives, and assignees of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**SELLER: CITY OF URBANA, ILLINOIS**

BY: Tod Satterthwaite  
 Tod Satterthwaite, Mayor

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



**BUYER: ROBERTA FRAZIER AND W.S. DAVIS**

Roberta Frazier W.S. Davis

ADDRESSES FOR NOTICES:

City of Urbana	Roberta Frazier
400 South Vine Street	1103 North Goodwin Avenue
Urbana, Illinois 61801	Urbana, Illinois 61801

PREPARED BY AND RETURN TO:

City of Urbana  
Grants Management Division  
P.O. Box 946  
Urbana, Illinois 61803