

ORDINANCE NO. 9798-71

AN ORDINANCE AUTHORIZING THE PURCHASE
OF CERTAIN REAL ESTATE
(714 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 *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.

Lot 7 in Block 4 in Elizabeth A. Barr's Subdivision (sometimes known as Mrs. E. Barr's Subdivision) of the South Ten acres of Lots 4 and 5 of a Subdivision of the West Half of the Southwest Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian, as per plat recorded in Plat Book "B" at Page 195, situated in the City of Urbana, in Champaign County, Illinois;

more commonly known as 714 East Park Street, Urbana, Illinois.
PIN: 91-21-09-302-007

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 17th day of November, 1997.

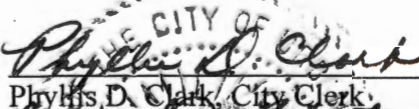
PASSED by the City Council this 17th day of November, 1997.

AYES: Hayes, Huth, Kearns, Patt, Taylor, Whelan, Wyman

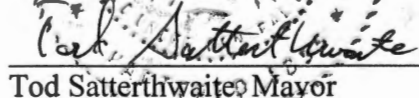
NAYES:

ABSTAINS:

APPROVED by the Mayor this 15 day of November, 1997.


Phyllis D. Clark
Phyllis D. Clark, City Clerk

by Robert J. Robert, Deputy Clerk


Tod Satterthwaite, Mayor

THIS ORDINANCE CONSISTS OF 1 PAGES.

Initials SR

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT made and entered into this 8th day of December, 1997,
by and between the CITY OF URBANA, ILLINOIS, a municipal corporation of the State of
Illinois, hereinafter referred to as "BUYER," and WILLIAM F. & MARTHA J. ALAGNA,
hereinafter referred to as "SELLER." *Marta* *WFA 12/8/97*

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 parcel of real estate:

Lot 7 in Block 4 in Elizabeth A. Barr's Subdivision (sometimes known as Mrs. E. Barr's Subdivision) of the South Ten acres of Lots 4 and 5 of a Subdivision of the West Half of the Southwest Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian, as per plat recorded in Plat Book "B" at Page 195, situated in the City of Urbana, in Champaign County, Illinois; and all improvements thereon;

more commonly known as 714 East Park Street, Urbana, Illinois (hereinafter referred to as "Subject Property").

PIN: 91-21-09-302-007

2. Purchase Price. The agreed purchase price of Eighteen Thousand Five Hundred and 00/100 Dollars (\$18,500.00) 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 the 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 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 City of Urbana Grants Management Division in Urbana, Illinois, or at any other place mutually agreeable between the parties, no later than June 30, 1998. 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.

8. Leases. SELLER affirms that Subject Property is vacant as of the date of this Contract. SELLER further affirms that it is not party to a lease or contract sale with respect to Subject Property as of the date of this Contract. SELLER shall not permit or allow or create any leases or allow or permit the renewal or extension of any lease with respect to Subject Property. It is agreed that the non-leasing provisions of this Contract are material, and, if SELLER violates this provision regarding the non-leasing of Subject Property, BUYER may, at its option, immediately declare this Contract null and void.

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

SELLER:
WILLIAM F. & MARTHA J. ALAGNA

William F. Alagna
William F. Alagna

Martha J. Alagna
Martha J. Alagna
MARTA

BUYER:
CITY OF URBANA, ILLINOIS

Tod Satterthwaite
Tod Satterthwaite, Mayor

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