

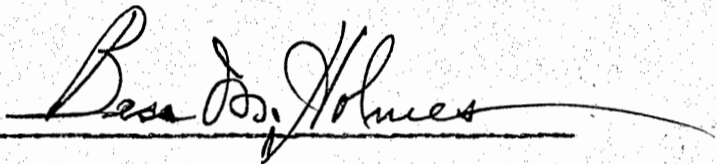
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF URBANA AUTHORIZING  
THE PURCHASE OF REAL ESTATE FOR GARBAGE DISPOSAL PURPOSES

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

That the Mayor and City Clerk of said City be authorized to sign the attached contract for the purchase of the real estate described therein from the Garbage Disposal Funds of the City of Urbana, Illinois, and that said contract be in all other respects approved.

Filed with the City Clerk this 26th day of March, A. D. 1954.

Adopted by the City Council of the City of Urbana, Illinois,  
this 5th day of April, A. D. 1954.

  
CITY CLERK



**CONTRACT FOR SALE OF REAL ESTATE**

ARTICLES OF AGREEMENT, made and entered into this 5th day of March A.D. 19 54 by and between Leon Zibel and Lottie Zibel, of Urbana, Illinois, hereinafter designated first party, and City of Urbana, a municipal corporation, in Champaign County, Illinois, hereinafter designated second party,

**WITNESSETH:**

That if the second party shall first make the payments and perform the covenants hereinafter mentioned to be made and performed, the first party agrees to convey and assure to the second party in fee simple, free of encumbrances (except as hereinafter is provided) by good and sufficient Warranty Deed the premises described as:

and in consideration thereof the second party agrees to pay to the first party at Urbana, Illinois or at such other place or places as may be designated in writing by the first party, the total sum of Ten Thousand Five Hundred - - - - - Dollars,

~~with interest~~ at the time and in the manner following: One Thousand Five Hundred Dollars (\$1,500.00) on approval of this contract by the City Council of the City of Urbana, Illinois, and the balance of Nine Thousand Dollars (\$9,000.00) on approval of title by second party's Attorney and delivery of deed within sixty days of this date.

General taxes for the current year are to be pro-rated between the parties as of the date of delivery of possession on the calendar year basis using the amount of the last ascertainable taxes for such computation. Special assessments levied after the date hereof shall be paid by second party.

Possession of said premises shall be delivered on or before May 12, 1954, upon delivery of deed and payment as herein provided.

Insurance in force shall be so endorsed or assigned as to be payable to the respective parties according to their interests and second party shall pay the pro rata value of the unexpired insurance.

The first party also agrees on or before April 15, 1954,

, to furnish to the second party a complete merchantable abstract of title to said premises, brought down to the date hereof, certified by a responsible abstract company, showing a merchantable title of record in first party to said premises, free and clear of any and all encumbrances except any mortgage now on said real estate, which said mortgage shall be paid by first party on or before the date of delivery of deed. Second party shall have a reasonable time to have the said abstract examined and in the event of defects affecting the merchantability of said title being found, first party shall have a reasonable time to make said title merchantable.

The Warranty Deed hereinabove provided for, together with the original of this agreement shall be immediately deposited in escrow with Busey First National Bank or G. E. Chapman Office, Urbana, Illinois, to be delivered to the second party upon the presentation of receipts or cancelled checks or other evidence satisfactory to said escrow agent of full and complete compliance with the terms of this agreement.

In the event of failure of the second party to make any of the payments or perform any of the covenants or agreements hereinabove provided for within ten (10) days after such payment be due or after the time such act should be performed, first party may by the mailing of written notice of election so to do addressed to second party at the said premises, declare the full amount unpaid hereunder, whether otherwise due and payable or not, immediately due and payable and in the event of the failure of the second party in making full and complete payment of said unpaid balance within a period of five (5) days after the date of the mailing of such notice, then and in that event, the first party may by election evidenced by written notice mailed to second party at Urbana, Illinois, declare this agreement at an end and the rights and interests of the second party hereunder forfeited, and in such case a reasonable sum shall be retained by first party out of the payments theretofore made as liquidated damages by first party sustained; and, in the case of such forfeiture, the second party agrees to surrender up immediate possession of said premises to first party.

Said escrow agent shall, on the presentation of an affidavit of first party or his or their agent or assigns of the existence and happening of a forfeiture as hereinabove provided for, cancel or destroy the deed hereinabove mentioned and deliver this original signed contract, cancelled, to the first party.

It is understood that the condition of any building or improvement upon said premises is known to, and the said improvements as in their present condition are accepted by the second party; and that any and all repairs thereon shall be made by the said second party; that the said first party shall not at any time be called upon to make repairs of any kind; that the second party shall not, while this agreement is in force, make any alterations, new additions, or improvements upon or adjoining said real estate, or do or cause to be done, anything in or about said premises from which a mechanic's lien might attach thereto, without first obtaining the written consent of said first party.

Time of performance shall be of the essence of this agreement and all the conditions thereof and the same shall be binding upon the heirs, representatives, and assigns of the respective parties and shall apply to each and all of the parties regardless of the use of the singular term.

Possession of said premises shall be subject to the rights of tenants in possession. It is understood that Mr. Phil Haymacker, doing business as Circo Rendering Co. is the owner of a small building located on the premises and that said Haymacker shall have the right to remove same when his rights expire, October 29 1954; that said Haymacker has paid rent for occupancy of said premises where his said building is located until October 29, 1954, which rent shall be retained by first parties in return for which first parties shall leave certain culvert and drain tiles now located on the premises.

First Party reserves the right to remove personal property from any part of the premises within a reasonable time.

It is understood and agreed that this contract shall not become effective until the same is approved by the City Council of the City of Urbana, Illinois, within forty-five (45) days of this date.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

*Leon Zibel* (SEAL) *Lottie Zibel* (SEAL) First Party  
*City of Urbana* (SEAL) *By G. E. Chapman Mayor* (SEAL) Second Party

....., 19....., Illinois.

RECEIVED the signed original of this agreement as per this copy and the Warranty Deed herein provided for to be held in escrow.

*Contract satisfied Sept 19 1954*  
*and escrow released*  
*L. Zibel*  
*By H. H. Business*  
*5/28/54*  
*H. H. Business*  
*City of Urbana*

Escrow Agent

All that part of the West 30 rods of the North 28.16 rods of the South 72.16 rods of the Southeast Quarter of the Northeast Quarter of Section Nine (9) Township 19 North, Range Nine (9) East of the Third Principal Meridian lying South and East of the Center Line of the Saline Branch Drainage Ditch; also

The West 5 chains and 26 1/3 links of the South 9 chains 50 links of the Southeast Quarter of the Northeast Quarter of said Section 9; also

All that part of the East Half of the Southwest Quarter of the Northeast Quarter of said Section 9 as lies East and South of the Center Line of Saline Branch Drainage Ditch; also

All that part of Lot 7 of a Subdivision of the Southeast Quarter of said Section 9 as sub-divided by the Commissioners in the Estate of Jacob Smith Sr. deceased as lies North of the South Line of the Urbana dump ground extended Easterly across said Lot Seven and further described as the North thirty-eight rods of said Lot 7, all in Champaign County, Illinois; and also

All interest of the first parties in and to the following easements:

An easement over the West 32 feet of the following described tract:

All of Lot 8 of a Subdivision of the Southeast Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian, as subdivided by the Commissioners in the Estate of Jacob Smith, Sr. deceased, except the following described tracts: A. The West thirty-four rods of the North thirty-eight rods of said Lot Eight; B. The tract described as: Commencing on the East Line of said Lot Eight at a point 570 feet North of the Center Line of the Right of Way of the Peoria & Eastern Railway Company; thence South to the Southeast Corner of said Lot Eight; thence West on the South Line of said Lot Eight to the Southwest Corner of said Lot Eight; thence North to a point 570 feet North of the Center Line of the Right of Way of said Peoria & Eastern Railway Company; thence East to the place of beginning; also, C. The tract described in the dedication of Right of Way dated November 1, 1933, filed for record November 1, 1933 and recorded in Book 229 of Deeds on page 536; also

An easement over a part of said Lot Eight described as beginning 627 feet South and 32 feet East of the Northwest Corner of said Lot Eight; thence East 530 feet; thence North 627 feet; thence East 32 feet; thence South 659 feet; thence West 562 feet; thence North 32 feet to the place of beginning,

situated in Champaign County, Illinois,

CITY OF URBANA, ILLINOIS

OFFICE OF  
CITY ATTORNEY AND CORPORATION COUNSEL

March 17, 1954

Miss Bess M. Holmes  
City Clerk  
City Building  
Urbana, Illinois

Re: Contract with Mr. and Mrs. Zibble for  
purchase of land by City for garbage  
disposal purposes.

Dear Miss Holmes:

I tender you herewith for filing in your office, a Resolution and Contract for the purchase of land by the City from Mr. and Mrs. Zibble of this City. The law requires that this Resolution and Contract will remain on file with the City Clerk for public inspection at least one week before final passage thereof by the Council.

Very truly yours,



GENE D. WEISIGER  
City Attorney

GDW/rem