

ORDINANCE NO. 369

VILLAGE OF BELLEVUE, ILLINOIS

AN ORDINANCE AUTHORIZING AN AGREEMENT  
FOR THE PURCHASE OF CERTAIN REAL PROPERTY

WHEREAS, the Village Board of Trustees has determined that the best interests of the Village will be served by the purchase by the Village of certain property located on Harmon Highway which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the acquisition of the Property will be helpful to the Village and will further serve the public and corporate purposes for which the Village is organized; and

WHEREAS, pursuant to the provisions of Section 61-3 of Article 11 of the Illinois Municipal Code, the Village is authorized to purchase real and personal property for public purposes pursuant to contracts which provide for the consideration for such purchase to be paid in annual installments during a period not exceeding 10 years; and

WHEREAS, the owner of the Property, Peoria County, as Trustee (the "Seller") has agreed to convey the Property to the Village for the purchase price of \$265.00, payable in a single installment; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF BELLEVUE, PEORIA COUNTY, ILLINOIS, AS FOLLOWS:

Section One: It is hereby determined that it is advisable, necessary and in the public interest that the Village purchase the Property pursuant to an agreement between the Village

and the Seller providing for the purchase of the Property at a total cost of \$265.00, to be paid in a single installment. Said agreement shall be substantially in the form of the Purchase Contract attached hereto and made a part hereof.

Section 2: The attached Purchase Contract, and the purchase of the Property pursuant thereto, are hereby approved.

Section Three: From and after the effective date of this ordinance, the President and Clerk of the Village are hereby authorized and directed to execute the Purchase Contract herein provided for, and to do all things necessary and essential, including the execution of any documents and certificates, necessary to carry out the provisions of said Contract and the intent of the foregoing resolutions.

PASSED AND APPROVED THIS 8th DAY OF JUNE, 1992.

6 AYES

0 NAYS

VILLAGE OF BELLEVUE, ILLINOIS

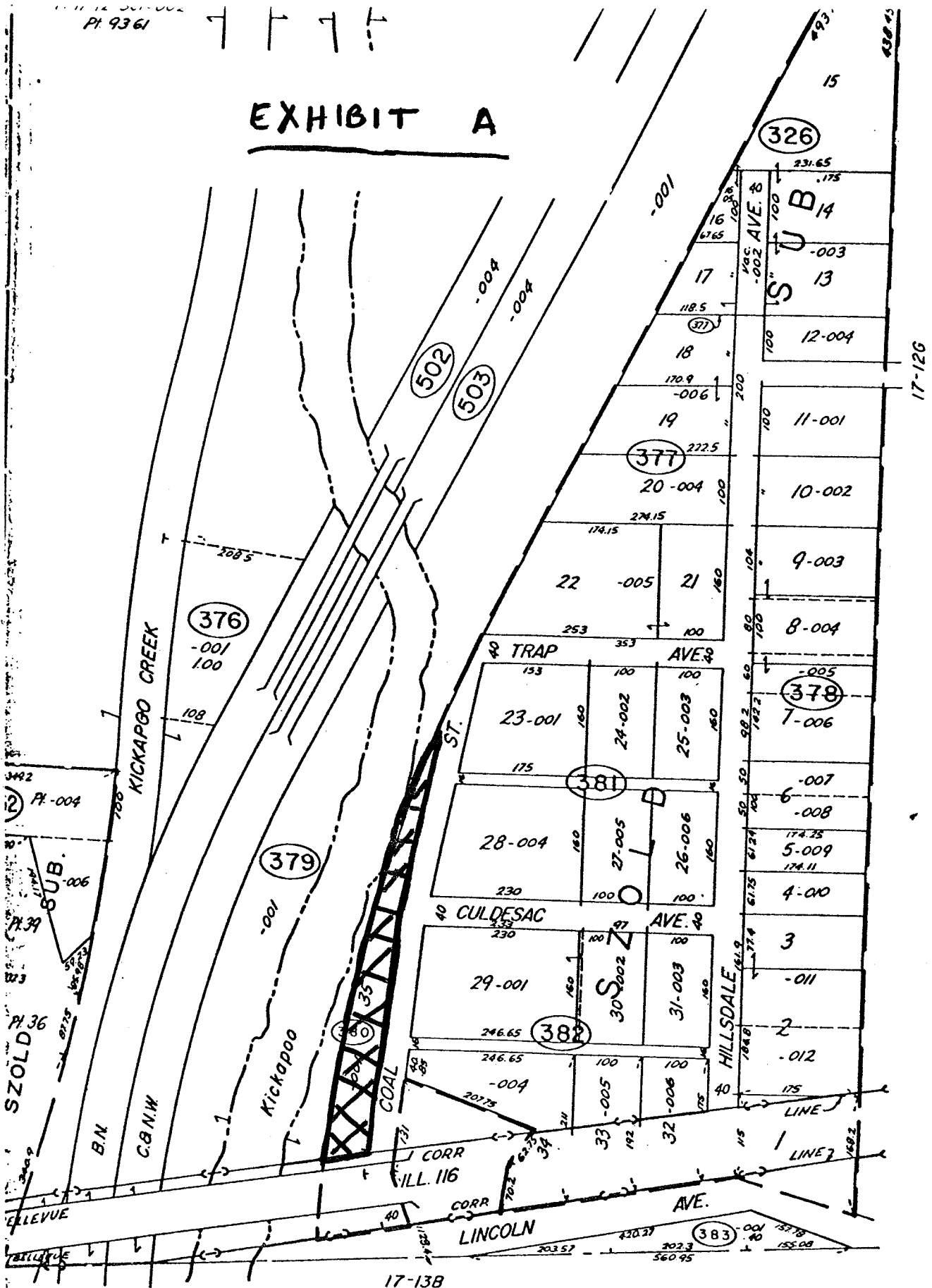
(Corporate Seal)

\_\_\_\_\_  
Larry N. Howard  
President

Attest:

\_\_\_\_\_  
Carol S. Howard  
Village Clerk

# EXHIBIT A



LIMESTONE TWP.  
 E.1/2 S.W.1/4 SEC. 12 T.8N. R.7E.

# PURCHASE CONTRACT

Transaction No. 0592013

## SUBJECT PROPERTY:

Permanent Parcel ID#: 17-12-380-001  
Subdivision/Township: Limestone

Peoria County, as Trustee, hereinafter referred to as "SELLER," agrees to sell, and the Village of Bellevue, hereinafter referred to as "PURCHASER," agrees to purchase the subject property for the purchase price of \$ 250.00.

PURCHASER is also to pay the recording fee in the amount of \$15.00.

SELLER hereby acknowledges receipt of \$ 265.00 as total consideration upon the signing of this contract. Funds should be made payable to Peoria County, Trustee.

SELLER will quit claim this property within 90 days of the date of this contract.

SELLER makes no guarantee as to title or survey. Property is to be conveyed with the title and condition as is and PURCHASER accepts property in its current condition.

It is the PURCHASER'S responsibility to order and pay for any title report or survey.

Any objections as to survey or title must be presented within 60 days of the date of this contract. The failure to submit such notice of objections, shall be deemed a waiver of any and all objections.

Upon receipt of an objection, the SELLER will take action to remove such objection or refund the purchase price. Should the PURCHASER'S search discover any objection as to title or survey that can not be cleared, the PURCHASER has the right to rescind this sale and receive a refund of down payment. If no objection is received, the SELLER shall convey the subject property.

PURCHASER agrees to hold SELLER harmless from all claims as to condition of the property after closing.

Deeds will be mailed from the Recorder's Office after having been recorded.

PURCHASER assumes payment of 1993 taxes due and payable in 1994.

All correspondence to SELLER should be addressed to Peoria County Delinquent Tax Agent, P.O Box 96, Edwardsville, Illinois 62025.

Time is of the essence of this contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

PURCHASER:

SELLER:

X  
\_\_\_\_\_  
Village of Bellevue

\_\_\_\_\_  
Peoria County, as Trustee, by its  
Delinquent Tax Agent, Joseph E. Meyer  
P.O. Box 96, Edwardsville, Illinois 62025  
Telephone: (618) 656-5744