

# Village of McLean

## Resolution #

18-05-07 R

A Resolution of the Village of McLean Authorizing  
Conveyance of 113 W. Charles, McLean, Illinois

Adopted by the Village Board  
of the  
Village of McLean

Published in pamphlet form by authority of the Village of McLean, McLean

County, Illinois this 8<sup>th</sup> day of May, 2018.

RESOLUTION NO. 18-05-07 R

RESOLUTION OF THE VILLAGE OF MCLEAN AUTHORIZING  
CONVEYANCE OF 113 W. CHARLES, MCLEAN, ILLINOIS

WHEREAS, 65 ILCS 5/11-76-4.1 authorizes the Village of McLean to directly convey real estate; and

WHEREAS, the Acting President and Board of Trustees make the following findings:

1. The real estate described in this Resolution is not needed by the Village of McLean and is considered surplus real estate.
2. A written appraisal has been presented to the Acting President and Board of Trustees from a state licensed appraiser, and it has been examined and accepted.
3. The appraisal sets a value of (\$4,000.00) on the lot described in this Resolution.
4. With respect to the property, the Village of McLean finds the following particulars:
  - a. The lot is improved with a dangerous and unsafe building.
  - b. The size of lot is 120 x 131.
  - c. The lot is zoned R-1 (single family residential).

NOW, THEREFORE, BE IT RESOLVED BY THE ACTING PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MCLEAN, MCLEAN COUNTY, ILLINOIS, AS FOLLOWS:

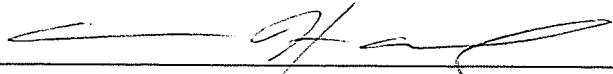
- A. The Village of McLean hereby incorporates the foregoing findings as a part of this Resolution.
- B. Attached to this resolution and marked as Exhibit 1 is a Contract for Sale of Real Estate. The proposed Contract for the Sale of Real Estate for the lot that is the subject of the Resolution is approved by the Trustees of Village of McLean. The Acting Village President and Village Clerk are authorized to sign the proposed Contract.
- C. That the Acting President and Village Clerk are authorized and directed on behalf of the Village of McLean to execute a Warranty Deed and all other required documents to convey to Gary Hawkins the real estate more particularly described in Exhibit 2 attached hereto and incorporated herein by reference, which is Tax ID No. 26-35-431-001.

JANET

- D. That the sale contemplated by the attached resolution shall be conducted by the staff of the Village of McLean, and that no realtor or auctioneer shall be retained to aid in the sale of such property.
- E. That this Resolution shall be full force and effect upon its passage and approval.
- F. That this Resolution be published in accordance with 65 ILCS 5/11-76-4.1.

PASSED and approved on a roll call vote in due form of law by the Board of Trustees of the Village of McLean at a duly held meeting on the 7<sup>th</sup> day of May, 2018.

APPROVED:

  
\_\_\_\_\_  
Aaron Hammel, Acting President of the Board of Trustees of  
The Village of McLean

ATTEST:

  
\_\_\_\_\_  
Sharon Leipold, Village Clerk

AYES: 5  
NAYS: 0  
ABSENT: 1

**CONTRACT FOR THE SALE OF REAL ESTATE (Rev. 11-15) BASED UPON MCLEAN COUNTY BAR ASSOC. Form 169C**

**Seller:**

Village of McLean  
McLean Village Hall  
121 South Hamilton, P.O. Box 84  
McLean, Illinois 61754

**Buyer:**

**Seller's Attorney:**

McGrath Law Office, P.C.  
Mark J. McGrath  
113 South Main Street, P.O. Box 139  
Mackinaw, Illinois 61755-0139

**Buyer's Attorney:**

**Phone:** 309-359-3461  
**Fax:** 309-359-8918  
**Email:** realestate@mcgrathpc.com

**Phone:**  
**Fax:**  
**Email:**

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**CONTRACT FOR THE SALE OF REAL ESTATE**

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT

THIS CONTRACT is entered into between the Village of McLean, hereinafter referred to as **SELLER**, and GARY & JANE HAWKINS, hereinafter referred to as **BUYER**, who agree as follows:

1. **DESCRIPTION, PRICE AND PAYMENT:** That SELLER sells the following described real estate, to-wit:

Lots 4 & 5 in Block 9 in the Town of McLean. Situated in the County of McLean and the State of Illinois.

P.I.N.: 26-35-431-001  
Commonly known as: 113 W. Charles, McLean, Illinois 61754

EXACT LEGAL DESCRIPTION TO BE FURNISHED AFTER TITLE COMMITMENT IS RECEIVED AND WILL BE BASED ON TITLE COMMITMENT.

to BUYER, who agrees to pay directly to SELLER \$ 0.

2. **DEMOLITION OF DANGEROUS BUILDING:** There is a dangerous and unsafe house on the property. BUYER agrees to have dangerous and unsafe house demolished by 9-30-18. BUYER shall comply with all Village ordinances in connection with the demolition of the house. **IF THE HOUSE IS NOT DEMOLISHED**

**BY THE DEADLINE, THE PROPERTY WILL REVERT BACK TO THE SELLER AUTOMATICALLY.** This restriction will be recorded in the McLean County Recorder of Deed's Office.

3. **EVIDENCE OF TITLE**: That on or before the 21st day of May 2018, SELLER will furnish BUYER a written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then SELLER shall have until date for delivery of deed to correct such defects. Owners' title policy, in amount of the purchase price for said premises, will be paid for by the SELLER and issued to BUYER after delivery of deed. The title policy is subject to reversion of title stated in the preceding paragraph.
4. **DEED AND POSSESSION**: That SELLER will cause fee simple title to said real estate to be conveyed to BUYER, or to such party as BUYER may direct, by Warranty Deed and shall deliver possession to BUYER upon payment being made as herein provided, on or before the 4th day of June 2018. SELLER shall pay all owners' association(s) dues and/or assessments, and water, sewer, and public utility service charges incurred for improvements on said real estate up to the time when possession passes to BUYER.
5. **RISK OF LOSS**: This contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that SELLER shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
6. **TAXES**: Unless otherwise provided for herein, all general real estate taxes shall be prorated through the date before closing, and by allowance of SELLER'S share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. Further, the parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate tax bills. The re-proration shall be done by the party receiving the tax bill with notice to the other party. If the re-prorated amount differs from the credit amount by \$100.00 or more, SELLER shall pay BUYER, or BUYER shall pay SELLER, the appropriate adjustment within fifteen (15) days from receipt of the re-proration computation (or receipt of the actual tax bill, whichever is received first by the party obligated to pay the adjustment). All transfer taxes shall be paid by SELLER. This provision shall survive closing and delivery of deeds.
7. **ENCUMBRANCES**: Easements and building or use restrictions of record, and provisions of zoning and building ordinances, if any, none of which shall be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.
8. **PERSONAL PROPERTY**: The purchase price expressed above includes the following items which pass for no additional consideration in an "AS IS" condition with no warranty or guarantee of any kind: NONE.
9. **FINANCING**: This Contract is NOT subject to BUYER obtaining financing.

10. **INSPECTIONS:** BUYER has already inspected the property subject of this contract and agrees to purchase property in current dangerous and unsafe condition.

11. **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:**

A. Check one of the following sub-sections, 1, 2, or 3:

- 1)        The improvements on the real estate subject to this Contract were built after 1977. No risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards is required.
- 2)   X   The improvements on the real estate subject to this Contract were built before 1978, but BUYER has knowingly and voluntarily waived the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards. (Disclosure Statement attached hereto and made apart hereof by this reference.)
- 3)        This Contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at BUYER'S expense until 5:00 p.m. on the tenth (10th) calendar day after the effective date of this Contract. This contingency will terminate at the aforesaid predetermined deadline unless BUYER delivers to SELLER a written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. SELLER may, at SELLER'S option, within two (2) days of delivery of the notice, elect, in writing, whether to correct the condition(s) prior to the final time of settlement of this Contract. If SELLER will correct the condition(s), SELLER shall furnish BUYER with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied before the final date of settlement. If SELLER does not elect to make the repairs or remediation, or if SELLER makes a counter-offer, BUYER shall have two (2) days to respond to the counter-offer or remove this contingency and take the property with whatever lead-based paint and/or lead-based paint hazards exist; otherwise, this Contract shall become null and void, and SELLER shall return the down payment to BUYER. BUYER may remove this contingency at any time without cause. (See the Disclosure Statement attached hereto and made a part hereof by this reference.)

B. Unless Paragraph A (1) above is checked, indicating subject premises were built after 1977, BUYER acknowledges receipt of a federal lead information pamphlet and the form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and information, if any, possessed by SELLER concerning the presence of lead paint on the property as required by the Federal Residential Lead-Based Paint Hazard Reduction Act.

12. **SELLER'S WARRANTIES:** SELLER hereby provides the following warranties, with respect to the property, which is the subject matter of this contract:

A. No work has been done upon, or materials furnished to, the premises which could give rise to a lien or liens under the Illinois Mechanics' Lien Act;

- B. Additional Warranties: The property that is the subject of this contract is sold "AS IS" with no warranties or guarantees of any kind, except for those specified in Paragraph 13 (A) and of this Contract. The property has been inspected by BUYER and BUYER is satisfied with its existing condition. The purchase price that has been agreed upon reflects the fact that the property has been sold "AS IS."
13. **ADDITIONAL PROVISIONS:** The following provisions form a part of this contract unless deleted by mutual agreement of the parties hereto:
- A. BUYER shall assume any assumption or transfer fees incurred as a result of BUYER assuming, or taking subject to, SELLER'S existing mortgage, and both SELLER and BUYER agree to comply with the requirements of the Real Estate Settlement Procedures Act
  - B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular
  - C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties
  - D. The parties acknowledge that the State of Illinois has enacted the Smoke Detector Act (425 ILCS 60/1, *et seq.*), and the Carbon Monoxide Alarm Detector Act (430 ILCS 135/1, *et seq.*).
  - E. Time is of the essence of this Contract.
  - F. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.
  - G. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.
  - H. SELLER is exempt from the Residential Real Property Disclosure since the SELLER is a government entity.
14. **NOTICES, ETC.:** Title commitments, communications and any notices required to be given pursuant to this Contract shall be delivered to the party's attorney or to the party if not represented by counsel. Any notice shall be given in writing in one of the following ways: (i) by personal delivery to the party or attorney; (ii) by U.S. mail, with postage prepaid, addressed to the party or attorney at the address set forth on the first page hereof; or (iii) by express delivery to the party or attorney at the address set forth on the first page hereof, with charges prepaid. Such notice shall be deemed given on the date when delivered personally, or on the date deposited with the express delivery company (with charges prepaid), or on the date deposited in the U.S. Mail, with postage prepaid.

15. **RADON DISCLOSURE:** SELLER is exempt from the Disclosure of Information on Radon Hazards since the SELLER is a government entity.
16. **PREPARATION AND APPROVAL:** This Contract was prepared by McGrath Law Office, P.C., SELLER'S attorney, and approved by BUYER and/or BUYER'S attorney.
17. **SETTLEMENT:** Closing shall be held at the Village of McLean office.
18. **SELLER'S DISCLOSURE:** BUYER acknowledges receipt of a completed Illinois Lead Based Paint Disclosure, prior to the time this Contract was signed and said disclosure are incorporated herein by reference.
19. **ATTORNEY'S FEES AND EXPENSES:** Should SELLER or BUYER bring any action against the other with respect to this Contract, the party that does not prevail upon the action, as determined by the court, shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party and as determined by the court. This provision shall survive closing and delivery of deeds.
20. **DEFAULT:** In the event either party should breach this Contract, the other party may pursue any and all remedies provided.
21. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Contract merge with and are superseded by this Contract. No covenants, agreements, representations or warranties of any kind have been made by any party or agent of a party to this Contract, except as specifically set forth herein. The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements in connection with this Contract, except as expressly set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both parties, in the absence of which the terms of this Contract shall govern.

**[The remainder of this page is intentionally left blank]**  
**Signature page follows**



**THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW  
SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.**

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals  
to several counterparts of this Agreement, of equal effect.

DATE SIGNED BY BUYER: \_\_\_\_\_, 2018.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

BUYER:

\_\_\_\_\_

\_\_\_\_\_

[The remainder of this page is intentionally left blank]

**THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW  
SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.**

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals  
to several counterparts of this Agreement, of equal effect.

DATE SIGNED BY SELLER: \_\_\_\_\_, 2018.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

SELLER:  
Village of McLean

BY: \_\_\_\_\_  
Aaron Hammel, its Acting President

ATTESTED TO:

BY: \_\_\_\_\_  
Sharon Leipold, its Village Clerk

The above named designated Escrowee hereby accepts the Escrow on the terms and conditions  
heretofore set forth.

McGrath Law Office, P.C.

By: \_\_\_\_\_

Dated: \_\_\_\_\_

[The remainder of this page is intentionally left blank]

THIS DOCUMENT PREPARED BY:  
McGrath Law Office, P.C.  
113 S. Main, P.O. Box 139  
Mackinaw, Illinois 61755

RETURN DOCUMENT TO:  
McGrath Law Office, P.C.  
113 S. Main, P.O. Box 139  
Mackinaw, Illinois 61755

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**CORPORATION WARRANTY DEED** For Recorder Use Only

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**This Indenture Witnesseth**, that the GRANTOR, the Village of McLean, an Illinois municipal corporation duly organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State where the following described real estate is located, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS to \_\_\_\_\_, GRANTEE

whose address is:

the following described real estate, to-wit:

Lots 4 & 5 in Block 9 in the Town of McLean. Situated in the County of McLean and the State of Illinois.

P.I.N: 26-35-431-001

Commonly known as: 113 W. Charles, McLean, Illinois 61754

situated in McLean County, in the State of Illinois.

Subject to all easements, restrictions and reservations of record.

Subject to the 2018 real estate taxes and special assessments and all subsequent real estate taxes and special assessments.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, said GRANTOR has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by Aaron Hammel, its' Acting President, and attested by Sharon Leipold, its' Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Village of McLean

BY: \_\_\_\_\_  
Aaron Hammel, Acting President

Attest: \_\_\_\_\_  
Sharon Leipold, Village Clerk

STATE OF ILLINOIS            )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Aaron Hammel personally known to me to be the Acting President of the Village of McLean who is the grantor, and Sharon Leipold personally known to me to be the Village Clerk of the Village of McLean, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Acting President and Village Clerk of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

**Mail Tax Statement To:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ILLINOIS )

) SS

COUNTY OF MCLEAN )

**PUBLICATION CERTIFICATE**

I, the undersigned Village Clerk, certify that I am the duly elected and acting Village Clerk of the Village of McLean, McLean County, Illinois.

I further certify that on May 7, 2018 the Board of Trustees of such municipality passed and approved

**Resolution No. 18-05-07 R** entitled:

**A Resolution of the Village of McLean Authorizing Conveyance of 113 W. Charles, McLean, Illinois**

Board of Trustees of the Village of McLean previously adopted a Resolution that authorized all Village Ordinances and Resolutions to be published in pamphlet form.

The pamphlet form of **Resolution No. 18-05-07 R** including the Resolution and a cover sheet thereof, was prepared, and a copy of such Resolution was posted in the municipal building, commencing on May 18, 2018 and continuing for at least ten days thereafter. Copies of such Resolution were also available for public inspection upon request in the office of the Village Clerk.

Dated at McLean, Illinois, this 8th day of May, 2018.

  
Village Clerk

(SEAL)