

CITY OF LE ROY
COUNTY OF McLEAN, STATE OF ILLINOIS

ORDINANCE NO. 21-09-02-80

**AN ORDINANCE AUTHORIZING
THE SALE OF LOT 10 LEROY ESTATES SECTION ONE SUBDIVISION
PARCEL #30-20-481-012**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS

7TH Day of September, 2021

PRESENTED: **September 7, 2021**

PASSED: **September 7, 2021**

APPROVED: **September 7, 2021**

RECORDED: **September 7, 2021**

PUBLISHED: **September 7, 2021**
In Pamphlet Form

Voting "Aye" 6
Voting "Nay" 0

The undersigned being the duly qualified and Acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned **ordinance** and that such **ordinance** was presented, passed, approved, recorded and published as above stated.

(SEAL)



Vicki Moreland
City Clerk of the City of
Le Roy, McLean County, Illinois

Dated: **September 7, 2021**

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PARCEL #30-20-481-012**

WHEREAS, the City of Le Roy previously declared the property described herein as surplus property and published notice of the availability of sale of said property by the City; and

WHEREAS, the City of Le Roy advertised a willingness to sell said property at no less than 80% of the appraised value of said property; and

WHEREAS, the City received a bid for the sale of the property described herein; and

WHEREAS, the City of Le Roy has authority, pursuant to the Illinois Municipal Code to authorize the sale of the property described herein by a 3/4th vote of the corporate authorities.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LE ROY, MCLEAN COUNTY, ILLINOIS, as follows:

Section 1. That the City of Le Roy hereby accepts the proposal of **John and Kelly Underhill** for the sale of Parcel #**30-20-481-012** also known as Lot 10 LeRoy Estates Section One Subdivision to the City of LeRoy, McLean County Illinois and approves the Real Estate Sale Contract for said property A copy of said contract is marked **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. That the Mayor be and he is hereby authorized and directed to execute for and on behalf of the City of Le Roy, the Contract for Sale of Real Estate, attached hereto as **Exhibit A**, and to take any and all further action necessary to complete the terms of said Real Estate Contract.

Section 3. That the property described herein as being sold for \$12,000.00.

Section 3. The City Clerk be and is hereby authorized and directed to publish this Ordinance in pamphlet form, as provided by law.

Section 4. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 5. Repeal and Savings Clause. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, action, or causes of action which shall have accrued to the City of Le Roy prior to the effective date of this Ordinance.

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

EXHIBIT A

REAL ESTATE SALE CONTRACT

CONTRACT FOR SALE OF RESIDENTIAL REAL ESTATE
McLEAN COUNTY BAR ASSOCIATION APPROVED FORM
(REVISED CONTRACT FORM APPROVED NOVEMBER 7, 2017)

Seller:	the City of LeRoy	Buyer:	John Underhill Kelly Underhill
Address:	207 South East Street LeRoy, Illinois 61752	Address:	
Telph:		Telph:	
Fax:		Fax:	
Attorney:	Steven Mahrt	Attorney:	
Address:	Ancel Glink 202 North Prospect Road, Suite 203 Bloomington, Illinois 61704	Address:	
Telph:	309 838 7194	Telph:	
Fax:		Fax:	
Email:	smahrt@ancelglink.com	Email:	
Listing Broker:		Selling Broker:	
Broker License Number:		Broker License Number:	
Broker Telephone/Fax:		Broker Telephone/Fax	
Real Estate Agent:		Real Estate Agent:	
License Number/Email:		License Number/Email:	
Telephone/Fax:		Telephone/Fax:	

CONTRACT FOR SALE OF RESIDENTIAL 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 City of LeRoy**, hereinafter referred to as Seller, and **John Underhill and Kelly Underhill**, hereinafter referred to as Buyer, who agree as follows:

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

Lot 10 of LeRoy Estates Section One a Subdivision of part of Outlot Z in Belvue Subdivision to the City of LeRoy and a party of Outlot "Z", all being a part of Belvue Subdivision of the City of LeRoy, County of McLean and State of Illinois.

PIN: 30-20-481-012

(the legal description may be changed upon provision of a legal description by the title insurance company),

with improvements located thereon, commonly known as **10 Independence Drive, LeRoy, Illinois 61752**, to Buyer, who agrees to pay **\$12,000.00** therefor in the manner following: **\$0.00** (down payment inclusive of earnest money) upon the execution of this Contract:

- X A. To be deposited into escrow until closing;
- _____ B. To be delivered to Seller, receipt of which is hereby acknowledged;

and the remainder as required by the closing agent on or before **1 September 2021**, and on receipt of deed.

2. **EVIDENCE OF TITLE:** Buyer may obtain, at Buyer's expense 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. Owner's 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.

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by **Special Warranty Deed**, and shall deliver possession to Buyer upon payment being made as herein provided, on or before **1 September 2021**. 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.

4. **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 the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

5. **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.

6. **ENCUMBRANCES:**

A. Mortgage, if any, shall be satisfied out of the purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.

B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. **PERSONAL PROPERTY:** The purchase price expressed above includes the following items, which are in place at the time of the offer and pass for no additional consideration:

8. ~~FINANCING:~~ This Contract is subject to Buyer obtaining (check applicable):

~~___ Conventional/ ___VA/ ___FHA/ ___ (Other) and ___ARM/ ___FIXED,
financing in an amount equal to ___% of the purchase price amortized over ___ years (check one of the following):~~

~~___ at an initial interest rate not to exceed ___% and points charged not in excess of ___ (or)~~

~~___ at the prevailing loan interest rate and terms.~~

~~Seller agrees to pay up to \$0.00 in discount points, if charged by lender. Buyer agrees to make a good faith effort to apply for said financing on or before ____. In the event Buyer is unable to obtain this financing and Buyer so notifies Seller in writing on or before ____, this Contract shall become null and void, and any down payment paid or escrowed shall be refunded to Buyer. If Seller is not so notified, it shall be conclusively presumed that Buyer has secured such commitment or will purchase said property without reliance upon any mortgage financing contingency.~~

9. ~~APPRAISAL:~~ This Contract is subject to Buyer obtaining, at Buyer's expense, an appraisal of the premises reflecting a value of not less than the Contract purchase price set forth in Paragraph 1 above. Buyer agrees to make a good faith effort to obtain such an appraisal. If the subject property does not appraise for at least the Contract purchase price and Buyer notifies Seller in writing and provides Seller with a copy of the appraisal on or before ____, this Contract shall become null and void and any down payment paid or escrowed shall be refunded to Buyer, or Buyer and Seller may renegotiate the Contract. If the Contract is not renegotiated by the end of the second business day after such notification, it shall be presumed that the Contract is null and void and any down payment paid or escrowed shall be refunded to Buyer. If Seller is not so notified, it shall be conclusively presumed that Buyer has secured such appraisal or will purchase said property without reliance upon any appraisal contingency.

10. ~~WOOD DESTROYING INSECT PROVISION:~~ At Buyers' expense, Buyer shall have the right to obtain a current written statement, on that form as currently approved for use by the Department of Veteran's Affairs and Department of Housing and Urban Development, from a licensed exterminator that based upon careful visual inspection of readily accessible areas there is no evidence of wood destroying insect infestation in the subject property or evidence of any previous infestation. Buyer shall submit a copy of the inspection report to Seller not less than fourteen (14) days prior to closing. In the event the inspection reveals a current active infestation, then Seller shall bear the cost of extermination. Any other treatment shall be at Buyer's expense. In the event the inspection reveals active infestation or previous infestation, then Buyer shall have the right to have the premises inspected by a qualified person of Buyer's choice, and at Buyer's expense, for the purpose of determining whether or not there is any defect in any structural member due to prior or existing wood destroying insect infestation. In the event it is determined that a structural defect exists due to prior or existing wood destroying insect infestation, Buyer shall cause a copy of the written report of the inspection for structural defect to be delivered to Seller not less than seven (7) days prior to closing. Seller shall then have the option of correcting such structural defect, or rescinding the Contract and returning the down payment to Buyer. Should Seller elect to rescind, Seller must give notice of such election to Buyer not less than five (5) days prior to

~~closing. Should Seller elect to rescind, Buyer shall still have the right to consummate the purchase transaction, taking the property in "as is" condition with respect to the reported structural defect due to prior or existing wood destroying insect infestation. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission. Structural components shall not be considered defective if they are structurally sound.~~

~~11. **RADON TESTING & MITIGATION:**~~

~~A. At Buyer's expense, Buyer shall have the right to obtain a radon test/inspection of the premises by an independent inspection service provider licensed by the State of Illinois. If the radon level is measured at four (4) picocuries per liter of air or higher, Buyer may request that the radon is mitigated by a licensed professional. To request remediation, Buyer must submit to Seller, in writing, a specific request for remediation and a copy of the inspection report on or before _____. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection.~~

~~B. If the radon level is measured at four (4) picocuries per liter of air or higher, Seller shall elect one of the following options, and shall give written notice to Buyer or to Buyer's attorney within seven (7) days of receiving Buyer's Remediation request and report:~~

- ~~1) Mitigate utilizing a licensed Illinois Radon Mitigator at Seller's own cost and expense;~~
- ~~2) Give Buyer a credit for the cost of radon remediation at settlement; or~~
- ~~3) Rescind the Contract and refund Buyer's earnest money.~~

~~If Seller does not give timely written notice of Seller's election, this Contract shall be deemed to be rescinded effective at the beginning of the eighth day after Seller shall have received Buyer's remediation request and report and Buyer's earnest money/down payment shall promptly be refunded, unless Buyer elects to purchase the property in accordance with subparagraph C.~~

~~C. Should Seller elect or be deemed to have rescinded the Contract, Buyer shall have the right to consummate the purchase transaction, taking the property in "as is" condition as it relates to radon levels. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission, or absent timely response from Seller, then within four (4) days after the end of the seven (7) day period specified in subparagraph B above.~~

~~D. At Buyer's expense, Buyer shall have the right to obtain a post-mitigation radon inspection by a licensed radon inspector.~~

~~12. **EQUIPMENT & INSPECTIONS:**~~

~~A. Unless otherwise stated in this Contract, all fixtures, systems, mechanical equipment and appliances being a part of the contemplated transfer of real estate and its improvements shall be in "operating condition" on the day of closing or delivery of possession to Buyer, whichever first occurs. A fixture, system, item of mechanical equipment or appliance shall be deemed to be in "operating condition" if it performs the function for which it was intended, regardless of age, and does not constitute a threat to health or safety when used as intended.~~

~~B. At Buyer's expense, Buyer shall have the right to obtain an inspection(s) of the premises by an independent inspection service provider(s) trained or certified/licensed, if such certification or licensing~~

~~is available, and/or qualified to determine the condition of the premises. A qualified inspector is a person who by reason of appropriate experience and training in a particular trade or industry is considered competent to conduct such an inspection and render an opinion. If inspection discloses any TOXIC MOLD, TOXIC HAZARDOUS WASTE, or any defects with the HEATING, AIR CONDITIONING, ELECTRICAL or PLUMBING SYSTEMS, REMAINING APPLIANCES, ROOF, STRUCTURAL COMPONENTS, WELL or SEPTIC SYSTEMS, Buyer may request repairs or remediation. To request repairs or remediation, Buyer must submit to Seller, in writing, both a separate, itemized list of Buyer's specific requests and a copy of the inspection report(s) on or before _____.~~ Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection.

~~C. Minor repairs and routine maintenance items do not constitute defects under this Contract. The fact that a functioning major component may be at the end of its useful life shall not render such component defective for purposes of this Contract. A condition does not constitute a defect or an unsafe condition solely through a building code requirement made effective subsequent to installation or construction. Minor repairs and routine maintenance items shall not constitute defects eligible for Buyer requests to the Seller under this contingency and shall not be deemed a part of this contingency. "Minor repairs" shall include, but not by way of limitation, minor warping of wood products, cracks in tile grouting, minor cracking of and nail pops in drywall, and minor cracks in concrete. "Routine maintenance" shall include, but not by way of limitation, small-scale activities (typically requiring only minimal skills or training) associated with regular (daily, weekly, monthly, yearly, etc.) upkeep of equipment, systems, appliances, and buildings to minimize the effects of normal wear and tear, and, by way of example, include filter changes, painting, caulking, sealing, door hardware replacement and routine tuck pointing.~~

~~D. The following are conditions precedent to Buyer's right to request remediation:~~

- ~~1) In the aggregate the cost of repair or replacement must equal \$1,000.00 or more.~~
- ~~2) The defects must not have been disclosed in the Residential Real Property Disclosure Act or other similar form.~~
- ~~3) The defects must not have been disclosed to Buyer in writing prior to the date the offer was made to purchase.~~
- ~~4) The defects must not have been readily observable and obvious. Defects which are not readily observable and obvious include concealed or obscured conditions or conditions requiring a trained person to identify, but do not include those readily apparent to the naked eye.~~
- ~~5) The roof (defined as all materials above rafters or trusses) shall not be considered defective if it is free from leaks.~~
- ~~6) The structural components shall not be considered defective if they are structurally sound.~~

~~E. If defects are reported, then Seller shall elect one of the following options, and shall give written notice to Buyer or to Buyer's attorney within seven (7) days of receiving Buyer's remediation requests and reports:~~

- ~~1) Treat the condition and repair the defect at Seller's own cost and expense;~~

- ~~2) Give Buyer a credit for the cost of repair at settlement; or~~
- ~~3) Rescind the Contract and refund Buyer's earnest money.~~

If Seller does not give timely written notice of Seller's election, this Contract shall be deemed to be rescinded effective at the beginning of the eighth day after Seller shall have received Buyer's remediation request(s) and report(s) and Buyer's earnest money/down payment shall promptly be refunded, unless Buyer elects to purchase the property in accordance with subparagraph G.

F. ——— Should Seller elect or be deemed to have rescinded the Contract, Buyer shall have the right to consummate the purchase transaction, taking the property in "as is" condition, with whatever defects exist. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission, or absent timely response from the Seller, then within four (4) days after the end of the seven (7) day period specified in Paragraph E above.

G. ——— Buyer shall have the right to make a final inspection of the property immediately prior to settlement to verify that its condition has not deteriorated from the date the offer was made to purchase (ordinary wear and tear excepted).

H. ——— Home Protection Plan: Seller shall provide Buyer a credit at closing for the cost of a one-year home protection plan, to be issued by _____ with the following optional coverage:
The home protection plan cost shall not exceed \$ _____.

13. ——— **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) ——— 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 a part 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.~~

14. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:

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. Seller has indefeasible title to all of the personal property to which reference is made in Paragraph 7, and all of said property, together with all appliances and mechanical systems built into the premises, are free from security interests or liens other than the lien of any real estate mortgage noted in Paragraph 6 herein;

C. Additional Warranties: None.

15. **ADDITIONAL PROVISIONS:**

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 shall provide reasonable access to Buyer and Buyer's representative(s) for purposes of inspection(s) and appraisal(s).

I. Other: **Buyer accepts the condition of the real estate "AS-IS." Seller shall have no obligation to remediate or repair any defect.**

~~16. **ESCROWEE:** The parties agree that _____ is hereby designated as Escrowee for the purposes of any Escrow created or hereafter required in connection with this Contract. The escrow conditions are as follows:~~

~~A. Escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction;~~

~~B. Additional conditions: None.~~

17. **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.

A. 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.

B. Any notice may be given by e-mail transmission, if an e-mail address has been furnished by the recipient party or the recipient party's attorney to the sending party or the sending party's attorney or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event the e-mail notice is transmitted during non-business hours, the effective date and time of the notice is the first hour of the next Business Day after transmission. For purposes of this subparagraph B, a Business Day is considered 9 am to 5 pm every Monday through Friday, excluding legally recognized State of Illinois or federal holidays. A party or attorney may opt out of future e-mail notices by any form of notice provided by this Contract.

18. **PREPARATION AND APPROVAL:** This Contract was prepared by **Ancel Glink**, Seller's attorney, and approved by Buyer and/or Buyer's attorney.

19. **SETTLEMENT:** Closing shall be held in McLean County at the office of Buyer's closing agent, unless the parties agree otherwise.

20. **SELLER'S DISCLOSURE:** **Seller is a governmental entity. The parties acknowledge that this Contract is not subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et seq.) and the Illinois Radon Awareness Act (420 ILCS 46/1, et seq.).**

21. **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.

22. **DEFAULT:** In the event either party should breach this Contract, the other party may pursue any and all remedies provided by law.

23. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. 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, in executing this Contract, they have not relied on any prior or contemporaneous oral or written representations, statements or agreements, 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.

24. **FORM OF AGREEMENT:** This Contract conforms in all respects with the form Contract for Sale of Residential Real Estate adopted by the McLean County Bar Association effective 7 November 2017, with the exception of language contained in the following paragraphs: **Paragraphs 2, 3, and 20. Paragraphs 8, 9, 10, 11, 12, and 16 have been stricken and are not applicable.**

25. **MORTGAGE INFORMATION AUTHORIZATION:** Seller authorizes **Steven Mahrt, Ancel Glink**, and the employees thereof, to obtain payoff statements on any mortgage loan or other lien encumbering title to the premises sold under this contract.

26. **FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting by facsimile. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure. Transmissions of a signed copy of this Contract may be by an established electronic method, such as creating a PDF ("Portable Document Format") document and sending same by electronic mail.

27. **EXECUTION IN COUNTERPARTS:** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

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

This Contract will be deemed effective as of the last date signed.

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

DATE SIGNED BY SELLER: _____, 20__.

X _____
The City of LeRoy, Seller
by _____, its Authorized Agent

DATE SIGNED BY BUYER: _____, 20__.

X _____
John Underhill, Buyer

X _____
Kelly Underhill, Buyer

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

X _____
Agent for Escrowee

PASSED by the City Council of the City of Le Roy, Illinois, upon the motion made by Kyle Merkle and seconded by Justin Morfey by roll call vote on the 7th day of September, 2021 as follows

Aldermen elected 8

Aldermen Present 6

Voting Aye:

Dawn Hanafin, Justin Morfey, Kyle Merkle, Kelly Lay, Ron Legner, Sara Welte.

Voting Nay:

None

Absent: Ryan Miles, Matt Steffen

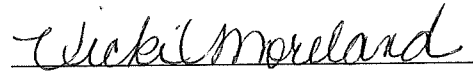
Abstain:

None

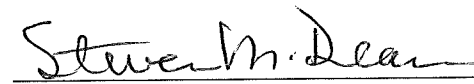
Other:

None


And deposited and filed in the office of the City Clerk in said municipality on the 7th day of September, 2021.


Vicki Moreland, City Clerk of the
City of Le Roy
Mc Lean County, Illinois

APPROVED BY the Mayor of the City of Le Roy, Illinois, this 7th day of September, 2021


Steven M. Dean, Mayor of the City of Le Roy,
Mc Lean County, Illinois

ATTEST: (SEAL)


Vicki Moreland, City Clerk of the City of Le Roy
Mc Lean County, Illinois

CERTIFICATE

I, Vicki Moreland, certify that I am the duly appointed and acting municipal clerk of the City of Le Roy, of McLean County, Illinois.

I further certify that on **September 7, 2021** the Corporate Authorities of such municipality passed and approved **ORDINANCE NO. 21-09-02-80**

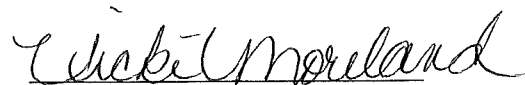
**AN ORDINANCE AUTHORIZING
THE SALE OF LOT 10 LEROY ESTATES SECTION ONE SUBDIVISION
PARCEL #30-20-481-012**

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **Ordinance No. 21-09-02-80**, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on **September 7, 2021** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Le Roy, Illinois this 7th day of September, 2021.

(SEAL)


Vicki Moreland
City Clerk of the City of
Le Roy, McLean County, Illinois

STATE OF ILLINOIS)
) SS:
COUNTY OF MCLEAN)

I, Vicki Moreland, do hereby certify that I am the duly qualified and acting City Clerk of the City of Le Roy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

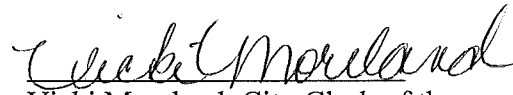
I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

**AN ORDINANCE AUTHORIZING
THE SALE OF LOT 10 LEROY ESTATES SECTION ONE SUBDIVISION
PARCEL #30-20-481-012**

I do further certify said *ordinance* was adopted by the City Council of the City of Le Roy at a regular meeting on the 7th day of September, 2021 and prior to the making of this certificate the said ordinance was on file with the permanent records of said City where it now appears and remains as a permanent record of said ordinance in the record books.

Dated this 7th day of September, 2021

(SEAL)


Vicki Moreland, City Clerk of the
City of Le Roy,
McLean County, Illinois