

**CITY OF NOKOMIS, ILLINOIS**

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**ORDINANCE NO. 2072**

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**AN ORDINANCE AUTHORIZING ADVERTISEMENT FOR SALE OF  
REAL PROPERTY OWNED BY THE CITY OF NOKOMIS, ILLINOIS**

**ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF NOKOMIS, ILLINOIS  
THIS 14th day of December, 2021**

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Published in pamphlet form by the authority of the City Council of the City of  
Nokomis, Montgomery County, Illinois, this 18<sup>th</sup> day of December, 2021.

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**CITY OF NOKOMIS, ILLINOIS**

**Ordinance No. 2072**

**AN ORDINANCE AUTHORIZING ADVERTISEMENT FOR SALE OF  
REAL PROPERTY OWNED BY THE CITY OF NOKOMIS, ILLINOIS**

**WHEREAS**, the City of Nokomis, Illinois (the “City”) an Illinois non-home rule municipal corporation pursuant to Article VII, § 8 of the 1970 Illinois Constitution, organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/11-76-1, provides that the corporate authorities of a municipality may, by ordinance passed by three-fourths of the corporate authorities then holding office, authorize the sale of public real estate when, in the opinion of the corporate authorities, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the city or village; and

**WHEREAS**, the City is the owner of a tract of real estate situated at 634 Sanford, in the City of Nokomis, Montgomery County, Illinois, which is legally described as follows:

The South Half of Lot 78 and all of Lot 82 in Bourquin’s Addition to Nokomis, situated in the City of Nokomis, Montgomery County, Illinois.

Permanent Parcel No.: 08-23-330-018

Property Address: 634 Sanford, Nokomis, IL 62705

(hereinafter, the “Real Estate”); and

**WHEREAS**, the Real Estate is improved with an uninhabitable, dilapidated structure; and

**WHEREAS**, the City obtained title to the Real Estate following a tax sale held on July 16, 2018 and via Tax Deed recorded on October 15, 2019; and

**WHEREAS**, the City Council has determined that said Real Estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City of Nokomis; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City of Nokomis that said Real Estate be sold upon receipt of sealed bids, in accordance with the procedures set forth in the Illinois Municipal Code, 65 ILCS 5/11-76-2; and

**WHEREAS**, the City Council has determined that the Real Estate should be sold in its "AS IS" condition, with no representation or warranties being made by the City, transferred via Quit Claim Deed, and sold for cash only; and

**WHEREAS**, the City Council has further determined that it is necessary and desirable to the public interest that, upon the sale of the Real Estate, the improvement(s) thereon should be demolished; and

**WHEREAS**, the form of contract to be executed is attached hereto as "**Exhibit A**", and the successful bidder shall execute a contract in that form; and

**WHEREAS**, the City Council has reviewed the documents entitled "NOTICE OF SALE OF PROPERTY OWNED BY THE CITY OF NOKOMIS, IL AND INVITATION TO BID THEREON", a true and complete copy of which is marked as "**Exhibit B**", attached hereto, and incorporated by reference as if fully set forth herein; and

**WHEREAS**, the City Council hereby finds that the sale of the Real estate under the above-stated conditions to be in the best interest of the citizens of the City.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the City Council of the City of Nokomis, Montgomery County, Illinois, as follows:

**SECTION 1:** The above recitals are incorporated herein and made a part hereof.

**SECTION 2:** The purpose of this Ordinance is to authorize and direct the sale and disposition of the Real Estate and to authorize and direct the Mayor, the City Clerk, and the City

Attorney to do all things and take all actions necessary and appropriate to sell the Real Estate and effectuate the intent of this Ordinance.

**SECTION 3:** The Mayor or his designee is hereby authorized and directed to publish notice of the City's proposal to sell and to advertise for bids for the purchase of the Real Estate, in accordance with the procedures set forth in the Illinois Municipal Code, 65 ILCS 5/11-76-2.

**SECTION 4:** The City shall sell the Real Estate by receipt of sealed bids for the same, subject to the bidder's or bidders' strict compliance with the conditions stated in this Ordinance. Sealed bids will be received by the City until 12:00 Noon on Thursday, December 24, 2020. Any and all bids received after said date and time will be rejected. Sealed bids will be opened and read aloud at the regularly scheduled City Council meeting at 7:00 p.m. on Monday, December 28, 2020, at City Hall, located at 22 South Cedar Street, Nokomis, Montgomery County, Illinois.

**SECTION 5:** The City Clerk is hereby directed to cause to be published in The Free Press-Progress, at the first opportunity following the passage of this Ordinance, the "NOTICE OF SALE OF PROPERTY OWNED BY THE CITY OF NOKOMIS, IL AND INVITATION TO BID THEREON", attached hereto and marked as "**Exhibit B**".

**SECTION 6:** The City Council may accept the high bid or any other bid determined to be in the best interests of the City by vote of three-fourths of the corporate authorities then holding office, and may reject any and all bids by a majority vote of those holding office. The City Council further reserves the right to review and study any and all bids and to make a contract award within forty-five (45) days after the bids have been publicly read.

**SECTION 7:** The form of contract to be executed is attached hereto as "**Exhibit A**", and the successful bidder shall execute a contract in that form.

**SECTION 8:** The Mayor or his designee, and the City Attorney as may be required, are hereby authorized and directed to draft, execute, and complete any and all documents deemed necessary to effectuate the intent of this Ordinance.

**SECTION 9:** The City Clerk is hereby authorized and directed to attest to, countersign, and affix the seal of the City to all such documents as are deemed necessary.

**SECTION 10:** The officers and employees of the City shall take all actions reasonably necessary or required to carry out and give effect to the intent of this Ordinance and shall otherwise consummate the sale of the Real Estate and shall take all actions necessary in conformity therewith, including, but not limited to, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein and approving the expenditure of all necessary funds to consummate the sale of the Real Estate.

**SECTION 11:** All past, present, and future acts and doings of the officials of the City that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized, and confirmed.

**SECTION 12:** If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 13:** All ordinances, resolutions, motions, or parts thereof in conflict herewith shall be and the same are hereby repealed.

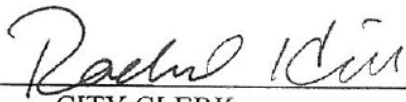
**SECTION 14:** A full, true, and complete copy of this Ordinance shall be published in pamphlet form.

**SECTION 15:** This Ordinance shall be in full force and effect from and after its passage by a vote of at least three-fourths of the corporate authorities now holding office, approval, and publication as provided by law.

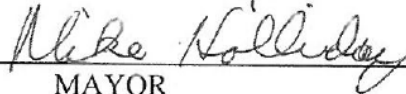
Adopted this 14<sup>th</sup> day of December, 2020, by roll call votes as follows:

AYE:	<u>5</u>
NAY:	<u>0</u>
ABSENT:	<u>0</u>
PRESENT:	<u>5</u>

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED by the Mayor of the City of Nokomis, Illinois this day 14<sup>th</sup> of December, 2020.

  
\_\_\_\_\_  
MAYOR

**"EXHIBIT A"**

**CONTRACT FOR SALE OF PROPERTY OWNED BY THE CITY OF NOKOMIS, IL**

THIS PURCHASE AGREEMENT ("Agreement") dated \_\_\_\_\_, is made and entered into by and between **THE CITY OF NOKOMIS, ILLINOIS, an Illinois municipal corporation** (hereinafter referred to as "Seller"), and \_\_\_\_\_ (hereinafter referred to as "Buyer").

1. Subject Property. Buyer agrees to purchase and Seller agrees to sell and convey to Buyer good and merchantable title to, subject to all the terms of this Agreement, the real estate legally described on Exhibit 1 attached hereto and incorporated herein by reference (the "Subject Property"), together with all buildings and other improvements situated thereon, and all fixtures and other property affixed thereto.

2. Purchase Price. The purchase price of the Subject Property shall be \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) (the "Purchase Price"), which shall be paid by cashier's or certified check at Closing (hereinafter defined).

3. Closing Date. The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on or before \_\_\_\_\_ (the "Closing Date"), subject to the terms of this Agreement.

4. Survey. Seller has no obligation to provide Buyer with a survey of the Subject Property. Buyer may elect to purchase same at his/her/its own expense, which shall in no event delay Closing.

5. Title. Seller has no obligation to provide Buyer with a title commitment or an owner's policy of title insurance covering the Subject Property. Buyer may elect to purchase same at his/her/its own expense, which shall in no event delay Closing or cause Closing to occur other than as set forth in this Agreement. Buyer has no right to raise any objection to, nor does Seller have any obligation to eliminate or modify, any easement, lien, imposition, encumbrance, restriction, condition, covenant, or any other matter with respect to the Subject Property, whether of record or not, or whether evidenced by a title commitment, survey, or otherwise. Buyer hereby acknowledges and agrees that all such matters are permitted encumbrances hereunder and that conveyance of the Subject Property pursuant to this Agreement will be subject thereto.

6. Property Condition.

(a) Buyer, by executing this Agreement, acknowledges that Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past or present or future, of, as to, concerning, or with respect to:

(i) The value, nature, quality, or condition of the Subject Property, including, without limitation, the water, soil, and geology;

- (ii) Any income to be derived from the Subject Property;
- (iii) The suitability of the Subject Property for any and all activities and uses which purchaser may conduct or hope to conduct thereon;
- (iv) The compliance of or by the Subject Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body;
- (v) The title, description, possession, habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Subject Property or any part thereto;
- (vi) The manner or quality of the construction or materials, if any, incorporated into the Subject Property;
- (vii) The manner, quality, state of repair, or lack of repair of the Subject Property or any portion thereof or any improvements thereto;
- (viii) The existence, quality, nature, adequacy, or physical condition of any utilities serving the Subject Property; or
- (ix) Any other matter with respect to the Subject Property and, specifically, that Seller has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements, including, without limitation, the disposal or existence, in or on the Subject Property or any part thereof, of any hazardous materials;

(b) Buyer has fully inspected the Subject Property to his/her/its satisfaction. The conveyance of the Subject Property is "AS IS" and "WITH ALL FAULTS", and Seller has no obligation to alter, repair, or improve the Subject Property or any portion thereof or any improvements thereto. Buyer has made, will make, or hereby waives all inspections of the Subject Property deemed necessary or appropriate by Buyer to determine the Subject Property's value and condition, including, without limitation, inspections for the presence of asbestos, pesticide residues, underground storage tanks, hazardous waste, and any other hazardous material, and all investigations to determine whether any portion of the Subject Property lies within any flood hazard area as determined by the U.S. Army Corps of Engineers or other applicable authority. Buyer's inspection of the Subject Property or waiver thereof relieves Seller of any liability to Buyer as a result of any environmental hazard on or to the Subject Property, and Buyer hereby accepts all liability therefor as between Seller and Buyer and indemnifies and holds Seller harmless from and against any and all claims, liabilities, demands, or actions incident to, resulting from, or in any way arising out of such hazard. This indemnity shall survive closing and shall not be merged therein.

- (c) No warranty has arisen through trade, custom, or course of dealing with Seller.



7. Conditions to Closing.

(a) Buyer's Conditions. Buyer's obligation to consummate the transactions contemplated in this Agreement and pay the Purchase Price and accept title to the Subject Property shall be subject to the following conditions precedent on and as of the Closing Date, or the waiver thereof by the Buyer, which waiver shall be binding upon Buyer only to the extent made in writing and dated as of the Closing Date.

(i) A quit claim deed in proper form for recording, duly executed and acknowledged by Seller; and

(ii) Such affidavits and other documents as may be required in connection with the conveyance of the Subject Property to Buyer by quit claim deed.

(b) Seller's Conditions. Seller's obligation to consummate the transactions contemplated in this Agreement and convey the Subject Property to Buyer by quit claim deed shall be subject to Buyer's delivery of the Purchase Price, subject to adjustment of such prorations set forth in this Agreement.

8. Closing Prorations. Each of Seller and Buyer agree to pay their own attorneys' fees incurred in connection with the negotiation, preparation, and consummation of the transactions contemplated hereby. Buyer shall bear the cost of recording the Quit Claim Deed to be delivered to Buyer at Closing. Except as is otherwise provided herein, closing costs and costs of the Title Company shall be borne by Buyer.

9. Indemnification.

(a) By Buyer. In addition to and not in lieu, place, stead and/or substitution of any other indemnity set forth elsewhere herein, Buyer shall indemnify, save, protect, defend, and hold harmless Seller and its employees, members, managers, shareholders, officers, directors, and agents, from and against all liabilities, claims, demands and causes of action of any nature whatsoever ("Claims") arising out of Buyer's ownership of, and Buyer's activities conducted on, the Subject Property subsequent to the time of Closing, and/or Buyer's breach of its obligations, representations, warranties, or covenants hereunder. Buyer further agrees to pay any reasonable attorney's fees and expenses of Seller arising from its indemnification obligation hereunder. This covenant shall survive the closing of the transactions contemplated by this Agreement.

(b) Method of Indemnification. In the event that any claim (hereinafter "Indemnitee's Claim") which is indemnified against by or under any term, provision, section or paragraph of this Agreement is made against or received by any indemnified party (hereinafter "Indemnitee") hereunder, said Indemnitee shall notify the indemnifying party (hereinafter "Indemnitor") in writing within ninety (90) calendar days of Indemnitee's receipt of written notice of said Indemnitee's Claim; provided, however, that Indemnitee's failure to timely notify Indemnitor of Indemnitee's receipt of an Indemnitee's Claim shall not impair, void, vitiate and/or invalidate Indemnitor's indemnity hereunder nor release Indemnitor from the same, which duty, obligation and indemnity shall remain valid, binding, enforceable and in full force and effect so long as

Indemnitee's delay in notifying Indemnitor does not, solely by itself, directly and materially prejudice Indemnitor's right or ability to defend the Indemnified Claim. Upon its receipt of any or all Indemnitee's Claim(s), Indemnitor shall, in its sole, absolute and unreviewable discretion, diligently and vigorously defend, compromise or settle said Indemnitee's Claim at Indemnitor's sole and exclusive cost and expense and shall promptly provide Indemnitee evidence thereof within fourteen (14) calendar days of the final, unappealable resolution of said Indemnitee's Claim. Upon the receipt of the written request of Indemnitee, Indemnitor shall within five (5) calendar days provide Indemnitee a true, correct, accurate and complete written status report regarding the then current status of said Indemnitee's Claim. Prior to an Indemnification Default (as defined herein), Indemnitee may not settle or compromise an Indemnitor's Claim without Indemnitor's prior written consent. Failure to obtain such consent shall be deemed a forfeiture by Indemnitee of its indemnification rights hereunder. In the event that Indemnitor fails or refuses to indemnify, save, defend, protect or hold Indemnitee harmless from and against an Indemnitee's Claim and/or to diligently pursue the same to its conclusion, or in the event that Indemnitor fails to timely report to Indemnitee the status of its efforts to reach a final resolution of an Indemnitee's Claim, on seven (7) calendar days prior written notice to Indemnitor during which time Indemnitor may cure any alleged default hereunder, the foregoing shall immediately, automatically and without further notice be an event of default hereunder (an "Indemnification Default") and thereafter Indemnitee may, but shall not be obligated to, immediately and without notice to Indemnitor, except such notice as may be required by law and/or rule of Court, intervene in and defend, settle and/or compromise said Indemnitee's Claim at Indemnitor's sole and exclusive cost and expense, including but not limited to attorneys' fees, and, thereafter, within seven (7) calendar days of written demand for the same Indemnitor shall promptly reimburse Indemnitee all said Indemnitee's Claims and the reasonable costs, expenses and attorneys' fees incurred by Indemnitee to defend, settle or compromise said Indemnitee's Claims plus interest thereon from the date incurred until paid in full at the then published prime rate announced from time to time by the Wall Street Journal plus three (3%) percent.

10. Brokerage Commissions. Seller and Buyer warrant and represent to the other that it has not used any broker and to the best of either party's knowledge there is no entity entitled to a commission for the purchase and sale of the Subject Property.

11. Default. If Seller fails to perform any of its obligations hereunder, Buyer's exclusive remedy for such default is termination of this Agreement by written notice thereof and refund of any monies paid by Buyer to Seller pursuant to this Agreement. In no event shall Seller be liable to Buyer for any actual, punitive, speculative, or consequential damages. If Buyer fails to perform any of its obligations hereunder, Seller, in its sole and absolute discretion, may either (i) terminate this Agreement by written notice to Buyer, or (ii) bring a claim to enforce specific performance of this Agreement.

12. Notices. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered (i) upon the delivery (or refusal to accept delivery) by messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next following such date), or (ii) on the third (3rd) business day next following the date of its mailing by certified mail, postage prepaid, at a post office maintained by the United States Postal Service, or (iii) upon the receipt by facsimile transmission or e-mail as

evidenced by a receipt transmission report if requested by the recipient as follows:

if to Buyer:

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

if to Seller:

City of Nokomis  
Attn: City Clerk  
22 South Cedar Street  
Nokomis, IL 62075

with a copy to:

Christopher E. Sherer  
Giffin, Winning, Cohen & Bodewes, P.C.  
P.O. Box 2117  
Springfield, IL 62705

Either party may, by notice given as aforesaid, change the address or addresses, or designate an additional address or additional addresses, for its notices; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

13. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and may not be modified or canceled except pursuant to the terms hereof or an instrument in writing signed by the parties hereto. The Schedules and Exhibits annexed hereto are hereby incorporated herein by reference as fully as though set forth herein. This Agreement may not be modified or amended except in writing signed by the parties hereto. All understandings and agreements heretofore and between the parties are merged in this Agreement and all Exhibits and Schedules attached hereto, which alone fully and completely express the agreement of the parties hereto with respect to the subject matter hereof, and which supersede all prior negotiations, representations or agreements pertaining to the subject matter hereof, either oral or written.

(b) Waiver. No waiver of any term, provision or condition of this Agreement, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this Agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

(c) Dispute Resolution; Attorney's Fees. The venue for any litigation involving this Agreement shall be in the Circuit Court of the Fourth Judicial Circuit, Montgomery County, Illinois. The law of this Agreement shall be the law of the State of Illinois. In any controversy arising out of the interpretation or performance of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred from the other party; provided, however, that Seller's liability, if any, for court costs and attorneys' fees shall not exceed \$500.00 in the aggregate.

(d) Headings. The headings of the various Sections of this Agreement have been

inserted only for the purposes of convenience, are not part of this Agreement and shall not be deemed in any manner to modify, explain, qualify or restrict any of the provisions of this Agreement.

(e) Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

(f) Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

(g) No Third Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any party or entity not a party to this Agreement.

(h) Further Assurances. Each of Seller and Buyer shall provide to the other such further assurances as may reasonably be required hereunder to effectuate the purposes of this Agreement and, without limiting the foregoing, shall execute and deliver such affidavits, certificates and other instruments as may be so required hereunder so long as the same shall not materially increase the liability of the party so executing and delivering said instrument.

(i) Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but, each term and provision shall be valid and be enforced to the fullest extent permitted by law.

(j) Usage. All nouns and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, corporation or corporations, entity or entities or any other thing or things may require, or "any" shall mean "any and all"; "or" shall mean "and/or" "including" shall mean "including without limitation.

(k) No Strict Construction. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any of the parties hereto.

(l) 1031 Exchange. Seller may elect to structure the acquisition of the Subject Property as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986 (the "Code"). Seller may assign this contract to a qualified intermediary selected by Seller in its sole discretion in order to facilitate Seller's Code Section 1031 exchange transaction. Buyer agrees to cooperate with Seller in effecting such transaction or transactions, provided that any such exchange transaction, and the related documentation, shall: (i) not delay the Closing or the transaction contemplated by this contract, (ii) not relieve Seller of any obligation or liability to Buyer, and (iii) shall not result in Buyer incurring any additional costs.

(m) Survival of Representations and Warranties. The representations and warranties

made by Seller and Buyer as stated in Paragraph 7 herein shall survive the closing of the transactions contemplated by this Agreement.

(n) Signatures. A facsimile or PDF copy sent via email shall be deemed an original.

IN WITNESS WHEREOF, executed in duplicate, the parties have hereunto set their hands and seals this \_\_\_\_\_.

**SELLER:**

**CITY OF NOKOMIS, ILLINOIS,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Its Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

**BUYER(S):**

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

**EXHIBIT 1**

**Subject Property  
Legal Description**

The South Half of Lot 78 and all of Lot 82 in Bourquin's Addition to Nokomis, situated in the City of Nokomis, Montgomery County, Illinois.

Permanent Parcel No.: 08-23-330-018

Property Address: 634 Sanford, Nokomis, IL 62705

**"EXHIBIT B"**

**NOTICE OF SALE OF PROPERTY OWNED BY THE CITY OF NOKOMIS, IL  
AND INVITATION TO BID THEREON**

**PLEASE TAKE NOTICE THAT** the corporate authorities of the City of Nokomis, Montgomery County, Illinois will receive sealed bids for purchase, under the successful bid, of the fee simple interest, to be transferred via Quit Claim deed, in the following real property and any structure(s) thereon:

The South Half of Lot 78 and all of Lot 82 in Bourquin's Addition to Nokomis, situated in the City of Nokomis, Montgomery County, Illinois.

Permanent Parcel No.: 08-23-330-018

Property Address: 634 Sanford, Nokomis, IL 62705

Said real property is currently improved with an uninhabitable, dilapidated structure.

Sealed bids for the purchase of the aforesaid interest in the above-described property are hereby invited and will be received by the City Clerk at 22 South Cedar Street, Nokomis, Montgomery County, Illinois during normal business hours until 12:00 Noon on Thursday, December 24, 2020. Said proposals shall be addressed to the City of Nokomis, Attention: City Clerk, 22 South Cedar Street, Nokomis, Illinois, and shall bear the legend: "PROPOSAL – SALE OF 634 SANFORD, NOKOMIS, IL" and the name and address of the bidder. **All bids received after 12:00 Noon on December 24, 2020 will be rejected.**

The aforementioned real property and any structure(s) thereon are being sold "AS IS" without any warranties or representations. The sale is a cash only sale.

All bids received will be publicly opened and read aloud at the regular meeting of the Nokomis City Council at 7:00 p.m. on December 28, 2020, at City Hall, located at 22 South Cedar Street, Nokomis, Illinois. A contract may be awarded to the highest bidder or any other bid found to be in the best interest of the City of Nokomis. The corporate authorities reserve the right to reject any and all bids and to waive any informalities or irregularities in the bidding. The corporate authorities further reserve the right to review and study any and all bids and to make a contract award within forty-five (45) days after the bids have been opened and publicly read.

Copies of the required sales contract and any bidding documents may be obtained in the office of the City Clerk. Please call (217) 563-2514 with any questions.

\_\_\_\_\_  
Mayor  
City of Nokomis, Illinois

Date: \_\_\_\_\_

# QUIT CLAIM DEED

"EXHIBIT C"

FOR RECORDER'S USE ONLY

KNOW ALL MEN BY THESE PRESENTS, that **THE CITY OF NOKOMIS, ILLINOIS, an Illinois municipal corporation** (hereinafter, "Grantor"), does hereby CONVEY and QUITCLAIM to \_\_\_\_\_ (hereinafter, "Grantee") all of right, title, and interest in and to the following described real estate:

The South Half of Lot 78 and all of Lot 82 in Bourquin's Addition to Nokomis, situated in the City of Nokomis, Montgomery County, Illinois.

Parcel Identification Number: 08-23-330-018

Commonly known as: 634 Sanford, Nokomis, IL 62705

SUBJECT TO: covenants, conditions, reservations, easements, and restrictions of record; private and utility easements and roads and highways; general taxes for the year 2019 and subsequent years, including taxes which may accrue by reason of new or additional improvements during the year(s), all which the Grantee hereby agrees to assume; hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois; together with all rents, issues, and profits thereof under present and future leases, or otherwise, which are hereby specifically and absolutely assigned, transferred, and set over to Grantee. TO HAVE AND TO HOLD said premises forever.

EXEMPT UNDER 35 ILCS 200/31-45(b)

IN WITNESS WHEREOF, GRANTOR has set its hand to be affixed hereto, this \_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Mayor, City of Nokomis





STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF MONTGOMERY    )

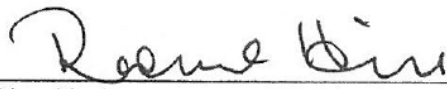
**CERTIFICATE**

I certify that I am the duly appointed and acting City Clerk of the City of Nokomis, Montgomery County, Illinois, and, as such, am the keeper of records and seal thereof; that the foregoing is a true, complete, and correct copy of Ordinance No. 2072 of said City; that said Ordinance, which is AN ORDINANCE AUTHORIZING ADVERTISEMENT FOR SALE OF REAL PROPERTY OWNED BY THE CITY OF NOKOMIS, ILLINOIS, was passed by the City Council of the City of Nokomis, Montgomery County, Illinois, by yea and nay vote on the 14<sup>th</sup> day of December, 2020; that said Ordinance was approved by the Mayor on the 14th day of December, 2020; and that said Ordinance was then deposited in the office of the City Clerk of said City and filed therein; and that the same was recorded in the Record of Ordinances of said City.

I further certify said Ordinance provided by its terms that it should be published in pamphlet form; that the pamphlet form of Ordinance No. 2072, including the Ordinance and a cover sheet thereof, was prepared; that a copy of such Ordinance was posted in the Nokomis City Hall, commencing on the 18th day of December, 2020, to continue for at least ten (10) days thereafter; and that copies of such Ordinance were also available for public inspection upon request in the office of the City Clerk.

DATED at Nokomis, Illinois, this 18th day of December, 2020.

(SEAL)

  
\_\_\_\_\_  
City Clerk