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MAY 31 2005

STATE OF ILLINOIS  
Pollution Control Board

To: the Illinois Pollution Control Board (IPEA No. 95-05-AC)

Date: May 26, 2005

From: Charles Bellemey  
%Kathy Artman  
111 Patton St., N. Pekin, IL 61554

Re: property in rural Champaign, IL

To whom it may concern:

I, Charles Bellemey, owner of the property in rural Champaign, IL, and with the I.D.# 25-15-31-400-007, is sold on a contract for deed dated January 8, 2002.

I'm sending a copy of the contract for your review. According to the contract, the contract buyers are responsible for all liens and violations. I feel that it's they're responsibly to maintain this property.

Sincerely,

  
Charles Bellemey

ACOS-4

**COPY**

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT made and entered into this 8 day of Jan, 2002  
by and between CHARLES BELLEMY, hereinafter referred to as "Seller", and PIRTLE  
DOCHER, INC., an Illinois corporation, hereinafter referred to as "Purchaser".

WITNESSETH that:

WHEREAS, Seller is the owner of the tract of real estate described as:

All that land as bounded on the South by the South line of said Section 31, and bounded on the West, North and East by the centerline of drainage ditches; the Southeast corner of the tract beginning 379.15 feet West of the Southeast corner of said Section 31 and the Southwest corner of the tract being 117.40 feet West of the Southeast corner of said Section 31, and containing 2.74 acres, more or less, together with a strip along the South line of said tract which is used for public road purposes; all of the above described premises being situated in the Southeast Quarter of Section 31, Township 20 North, Range 9 East of the Third Principal Meridian, in Champaign County, State of Illinois. . . .  
PIN 25-15-31-400-007; and

WHEREAS, the Purchasers desire to purchase such real estate, and

WHEREAS, the parties have agreed upon the terms and conditions relating to the sale and purchase of such real estate and now wish to reflect their agreement in writing merging therein all prior negotiations with respect thereto,

NOW, THEREFORE, it is agreed between the parties as follows:

1. Covenant of Sale. Seller does hereby agree to sell and convey to Purchasers the above described real estate in fee simple absolute, such conveyance to be affected by an executed Warranty Deed to be delivered to the Purchasers upon their performance in full of the terms, conditions and covenants herein contained to be performed by them.

2. Covenant to Purchase. Purchasers do jointly and severally agree and covenant to purchase such real estate on the terms herein contained, and to pay for the same in the manner and at the times herein stated.

3. Purchase Price. The gross purchase price of such real estate is the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), which amount shall be paid in bankable funds at the time and in the manner next below set forth:

a. Seven Hundred Fifty Dollars (\$750.00) cash in hand upon execution of this agreement, the receipt and sufficiency of which are hereby acknowledged, said monies to be released to the Seller upon execution of this agreement;

b. The balance of said purchase price, Six Thousand Seven Hundred Fifty Dollars (\$6,750.00) shall be paid in monthly installments of One Hundred Dollars (\$100.00) amortized over a eight year period, with the first payment being due on February 1, 2002, and each successive payment shall thereafter become due on the fifteenth day of each month following. Simple interest at the rate of Nine (9%) percent per annum on the unpaid balance of this contract shall accrue from and after January 8, 2002, and interest as thus accrued shall be first deducted from each installment and the balance, only, shall be credited to principal. Purchasers have the right of prepayment at any time without penalty. Payments of principal and interest shall be made by the Purchasers to Seller at 13524 Third Street, Pekin, IL 61554-8679. Purchasers may deduct \$10.75 from the last payment on the contract to cover the cost of the revenue stamps. An amortization schedule has been attached and marked Exhibit "A". A copy of this payment schedule has been given to both parties. Also enclosed is the copy of the settlement sheet reflecting the payment of costs at the closing on January 8, 2002. This sheet is marked Exhibit "B" and made a part of this contract.

4. Deed of Conveyance. Seller, upon execution of this agreement, shall also execute a Warranty Deed of conveyance, sufficient in form to convey the above described premises to the Purchasers which such deed shall be made subject to the lien of current taxes, all easements and restrictions of record, all apparent easements and the building and zoning ordinances of the City of Champaign, Illinois.

5. Possession. Possession of the premises shall be delivered to the Purchasers concurrently with the closing of this transaction. All keys shall be delivered to Purchasers at the closing.

6. Closing. The closing of this transaction shall be held on or before January 8, 2002, at the 502 W. Clark Street, Champaign, IL, or at such other place and time as the parties may agree.

7. Taxes and Special Assessments. Real estate taxes for all prior years shall be paid by Seller. Real estate taxes for 2001, payable in 2002, shall be paid by Buyer. All subsequent taxes shall be paid by Purchasers.

8. Escrow Agent. Bank Illinois, 100 W. University, Champaign, Illinois, is, by agreement of the parties, designated as escrow agent hereunder. The escrow agent shall receive the original of this contract and Warranty Deed of conveyance and shall hold the same pending the consummation of this contract. The Warranty Deed shall be delivered to the Purchasers upon their satisfying in full the unpaid balance of this contract in the manner above provided.

The escrow agent, upon receiving an affidavit from Seller stating that this contract has been terminated in accordance with paragraph 18 of this agreement, shall be entitled to rely upon such affidavit and shall redeliver the executed Warranty Deed to Seller.

9. Evidence of Title.

*Buyer to pay title search  
w/ title Docm*

*CM*

*[Signature]*

Seller shall furnish to Purchaser, within a reasonable time, a title commitment for a special title policy, Type A, showing title in the intended Seller, subject only to:

- (a) The general exceptions common to property in Champaign County, IL;
- (b) General taxes for the year 2001, due and payable in 2002 and subsequent years;
- (c) Easements and restrictions apparent or of record;
- (d) Special assessments or taxes;

Title Exceptions: If the title commitment discloses exceptions relating to title other than those referred to above, Seller shall have thirty (30) days from the date thereof to have those exceptions removed from the commitment. If Seller fails to have those exceptions removed within that time, Purchaser may terminate this contract or may elect, upon notice to Seller within ten (10) days after the expiration of the thirty (30) day period, to take title as it then is with the right to deduct from the purchase price, liens and encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further notice of the parties, and all moneys heretofore paid by Purchaser shall be refunded to him. If title evidence is by abstract, Purchaser shall within ten (10) days after the receipt of abstract indicate any exceptions to a merchantable abstract, and Seller shall have thirty (30) days thereafter in which to make abstract merchantable. or Seller, at his option, may provide a title policy. Type A. insuring over said objections.

10. Condition of Premises. Purchasers acknowledge that they have inspected the real estate and are acquainted with the condition thereof, and accept the same in "as is" condition.

11. RESPA. Seller and Purchasers hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended.

12. Default. In the event of Purchasers' failure to make any of the payments or perform any of the covenants or agreements hereinabove provided for within ten (10) days after such payment be due or after the time such act should have been performed; and in the further event that such failure continues for a period of ten (10) days after written notice of an act of default is mailed to Purchaser, Seller may declare the full amount paid hereunder, whether otherwise due and payable or not, immediately due and payable by mailing written notice of such election to the Purchasers at their address below shown. In the event the Purchasers fail to make full and complete payment of such unpaid balance within a period of thirty (30) days after the date of the mailing of such notice, the Seller shall have the option to declare this agreement at an end and the rights and interest of Purchasers forfeited, in which event all sums paid by the Purchasers shall be retained by Seller as liquidated damages for the breach of this agreement. Alternatively, the Seller shall have the right to bring suit for the Specific Performance of this agreement and reserves the right to request the granting of such remedy together with such other equitable or legal remedies as may be available to him in a court of competent jurisdiction. The foregoing

remedies in the event of a default are not intended to be exclusive and the Seller shall be entitled to all remedies otherwise provided by law.

In the event Seller elects to give notice as set forth above and a forfeiture of this contract occurs by virtue of the Purchasers' failure to pay the full amount of this agreement within the time stated, then the escrow agent, upon presentation of an affidavit of Seller or his agent or assigns of the existence and happening of a forfeiture as herein provided for, shall cancel or destroy the deed provided for and deliver this original signed contract, canceled, to the Seller.

13. Notice. Whenever written notice is required to be given under the terms of this agreement, the following addresses shall be used for giving such notice and the same shall be mailed in registered form, return receipt requested:

Seller: Charles Bellemy, 13524 Third Street, Pekin, IL 61554-8679

Purchaser: Pirtle Docher, Inc., 1205 Carver Drive, Champaign, IL 61820

In the event either party hereto changes mailing addresses during the pendency of this agreement, written notice shall be given to the other party and the escrow agent reflecting such new mailing address and the new address shall be used by the other party if notice is required to be given hereunder.

14. Time of the Essence. The time for performance of the obligations of the parties is of the essence of this contract.

15. Effect of Waiver of Default. No waiver by Seller of any breach by Purchasers or any extension of the due date of any payment hereunder, or the acceptance by Seller of the payment after its due date shall in any manner operate as a waiver of any breach or failure of Purchasers thereafter occurring; and the same shall not affect the right of Seller to accelerate the balance of the purchase price or declare a forfeiture hereunder or pursue any other remedy afforded to him by the terms of this contract or at law by reason of any subsequent act or omission of Purchasers.

16. Entirety and Extension of Liabilities. This Agreement contains all the terms and conditions relating to the sale of such real estate and no oral representations, covenants or agreements exist between the parties other than those herein stated, and the obligations hereof are expressly made binding upon the heirs at law, estate representatives, devisees and legatees of all parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

SELLER:

Charles Bellemy  
Charles Bellemy

PURCHASERS:

PIRTLE DOCHER, INC., an Illinois corp.,

By W. Lee Docher  
President

Attest: J. W. Pirtle  
Secretary

Prepared by:  
Philip A. Summers  
Attorney at Law  
502 W. Clark Street  
Champaign, IL 61820  
Telephone: 352-7629