

ORDINANCE NO. 2A, 1958

An Ordinance of the City of Bloomington concerning the purchase of lands to be used as a cemetery by the City of Bloomington, and providing for the method of payment therefor.

WHEREAS, the Common Council of the City of Bloomington finds that the present cemetery now owned by it is rapidly reaching capacity, and

WHEREAS, it is necessary to obtain additional lands for the use and purposes of a cemetery for the City of Bloomington, and

WHEREAS, it has been determined that an area east of Bloomington will make an adequate and well-located area for such cemetery purposes, and

WHEREAS, there is insufficient funds available to the City to purchase said lands and pay for the same in its entirety at this time, and

WHEREAS, T. Robert Stone and Geneva Fern Stone have agreed to sell their lands east of Bloomington on a payment basis as hereinafter set out,

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA:

SECTION 1. The Board of Public Works and Safety be, and it is hereby authorized and directed to proceed with the purchase of the following described lands in Monroe County, Indiana, to-wit:

A part of the North half of the Southwest quarter of Section Thirty-six (36), Township Nine (9) North, Range One (1) West of the second principal meridian, bounded as follows, to-wit: Beginning at the Southwest corner of the North half of the Southwest quarter of said Section Thirty-six (36), running thence East One Hundred Sixty-one and four-fifths ( $161 \frac{4}{5}$ ) rods; thence North Sixty-six and two-thirds ( $66 \frac{2}{3}$ ) rods; thence West Ninety-six (96) rods; thence North Fourteen (14) rods to the South Line of the right-of-way of the Illinois Central Railroad; thence with said right of way South Twenty-nine (29) degrees West Twenty (20) rods; thence South Thirty-four (34) degrees West Sixteen (16) rods; thence South Forty-One (41) degrees West Sixteen (16) rods; thence South Forty-seven (47) degrees West Twenty (20) rods; thence South Fifty-six (56) degrees West Twenty-four (24) rods; thence South Fourteen (14) rods to the place of beginning.

EXCEPTING THEREFROM the following described tract of land: Beginning at a point Sixty-five (65) and four-fifths ( $\frac{4}{5}$ ) rods East and Sixty-six (66) rods and two-thirds ( $\frac{2}{3}$ ) rods North of the Southwest corner of the Northwest quarter of the Southwest quarter of said section; thence North Two Hundred Thirty-five (235) feet to the South Line of the Right of way of the Illinois Central Railroad; thence South and West along said right of way Two Hundred Seventy-one (271) feet; thence East One Hundred Forty-one (141) feet to the place of beginning, containing in said exception Thirty-eight Hundredths (.38) of an acre, more or less.

And containing in all Fifty-five and ninety-eight hundredths (55.98) acres, more or less.

Upon the following terms and conditions:

The purchase price shall be the sum of Sixty Thousand Dollars (\$60,000.00), payable as follows, to-wit: Eight Thousand Dollars (\$8,000.00) at the time of the receiving of a deed of conveyance; Five Thousand Dollars (\$5,000.00) on or before July 1, 1958, and the remaining sum of Forty-seven Thousand Dollars (\$47,000.00) payable in annual installments of not less than Five Thousand Dollars (\$5,000.00) per year on the principal, and in addition, interest on the unpaid balance at the rate of five percent (5%) per annum; the City of Bloomington to assume and agree to pay

the taxes payable in November, 1958.

The grantors shall have the right to live on the premises and retain the use of the residence, the appurtenances including the barn, together with a driveway and the right of ingress and egress thereto, for one year from and after January 1, 1958, and to provide for the release of area upon the payment of certain sums of money.

BE IT FURTHER ORDAINED, That the City of Bloomington shall pay to T. Robert Stone and Geneva Fern Stone, husband and wife, the owners of said real estate, the sum of Eight Thousand Dollars (\$8,000.00) as the initial payment on said real estate and receive from them a deed of conveyance with a vendor's lien involved on the following form, to-wit:

"WARRANTY DEED

"THIS INDENTURE WITNESSETH, That T. ROBERT STONE and GENEVA FERN STONE, husband and wife, of Monroe County, in the State of Indiana, Convey and Warrant to City of Bloomington, Indiana, of Monroe County, in the State of Indiana, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations not herein expressed, the receipt whereof is hereby acknowledged, the following described Real Estate in Monroe County, in the State of Indiana, to-wit:

"A part of the North half of the Southwest quarter of Section Thirty-six (36), Township Nine (9) North, Range One (1) West of the second principal meridian, bounded as follows, to-wit: Beginning at the Southwest corner of the North half of the Southwest quarter of said Section Thirty-six (36), running thence East One Hundred Sixty-one and four-fifths (161 4/5) rods; thence North Sixty-six and two-thirds (66 2/3) rods; thence West Ninety-six (96) rods; thence North Fourteen (14) rods to the South line of the right-of-way of the Illinois Central Railroad; thence with said right of way South Twenty-nine (29) degrees West Twenty (20) rods; thence South Thirty-four (34) degrees West Sixteen (16) rods; thence South Forty-one (41) degrees West Sixteen (16) rods; thence South Forty-seven (47) degrees West Twenty (20) rods; thence South Fifty-six (56) degrees West Twenty-four (24) rods; thence South Fourteen (14) rods to the place of beginning.

EXCEPTING THEREFROM the following described tract of land: Beginning at a point Sixty-five (65) and four-fifths (4/5) rods East and Sixty-six (66) rods and two-thirds (2/3) rods North of the Southwest corner of the Northwest quarter of the Southwest quarter of said section; thence North Two Hundred Thirty-five (235) feet to the South line of the right of way of the Illinois Central Railroad; thence South and West along said right of way Two Hundred Seventy-one (271) feet; thence East One Hundred Forty-one (141) feet to the place of beginning, containing in said exception Thirty-eight Hundredths (.38) of an acre, more or less. And containing in all Fifty-five and ninety-eight hundredths (55.98) acera, more or less.

"The grantors reserving unto themselves a Vendor's Lien to secure the payment of the unpaid purchase price in the sum of Fifty-two Thousand Dollars (\$52,000.00), payable as follows: the sum of not less than Five Thousand Dollars (\$5,000.00) payable on or before July 1, 1958, and the remaining sum of Forty-seven Thousand Dollars (\$47,000.00) payable in installments of not less than Five Thousand Dollars (\$5,000.00) annually, the first payment on or before July 1, 1959; in addition to principal payments, accrued interest is payable at the rate of five percent (5%) per annum at the time of each payment of principal.

"Upon written request of grantee, grantors agree to release the vendor's lien as to any area on the basis of one acre for each Fifteen Hundred Dollars (\$1500.00) paid on the principal of the purchase price.

"Grantors reserve unto themselves for a period of one year from February 1, 1958, the use of the residence and appurtenances, including the right of ingress and egress thereto.

"IN WITNESS WHEREOF, the said T. ROBERT STONE and GENEVA FERN STONE, husband and wife, have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1958.

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
T. Robert Stone Geneva Fern Stone  
"STATE OF INDIANA, COUNTY OF MONROE, SS:

"Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared the within named T. Robert Stone and Geneva Fern Stone, husband and wife, Grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

"IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

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

"My Commission Expires:"  
\_\_\_\_\_

BE IT FURTHER ORDAINED, That the City of Bloomington by its Mayor and Clerk-Treasurer, shall execute to T. Robert Stone and Geneva Fern Stone, husband and wife, its promissory note of the following tenor, to-wit:

"\$52,000.00

"The City of Bloomington hereby promises to pay to T. Robert Stone and Geneva Fern Stone, or order, the sum of Fifty-two Thousand Dollars (\$52,000.00), together with interest at the rate of five percent (5%) per annum, in the following manner, to-wit:

"The sum of Five Thousand Dollars (\$5,000.00) on or before July 1, 1958, together with accrued interest thereon; the further sum of not less than Five Thousand Dollars (\$5,000.00) upon the principal of this note, together with accrued interest, on the 1st day of July of each year thereafter until the full amount of the principal and interest thereon have been paid, all without relief from valuation or appraisement laws, negotiable and payable at The First National Bank of Bloomington, Bloomington, Indiana, and providing for attorney's fees.

"This note is given as security for the purchase of certain real estate this date executed to the City of Bloomington by T. Robert Stone and Geneva Fern Stone, husband and wife, in which a vendor's lien has been reserved by the said T. Robert Stone and Geneva Fern Stone, husband and wife, for said sum of money.

"DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1957.

"THE CITY OF BLOOMINGTON

BY \_\_\_\_\_  
Thos. L. Lemon, Mayor

\_\_\_\_\_  
Mary Alice Dunlap, Clerk-Treasurer"

This ordinance shall be in full force and effect from

and after its passage.

Passed and adopted by the Common Council of the City of  
Bloomington on the 7 day of Jan., 1958.

S/ Thos. L. Lemon  
Presiding Officer

Attest:

S/ Mary Alice Dunlap  
Clerk-Treasurer

Presented by me to the Mayor of the City of Bloomington on  
the 7th day of January, 1958, at the hour of 7:40, P.M.

S/ Mary Alice Dunlap  
Clerk-Treasurer

This Ordinance approved and signed by me on the 7th day of  
January, 1958, at the hour of 7:40 P.M.

S/ Thos. L. Lemon  
Mayor