#### VILLAGE OF DUPO, ILLINOIS

ORDINANCE NO. <u>18-15</u>

# AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ILLINOIS, REGARDING PROPERTY COMMONLY KNOWN AS 827 ELIZABETH AVENUE, EAST CARONDELET, ILLINOIS PPN: 06-16.0-303-008

ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF DUPO, ILLINOIS
THIS 20th DAY OF AUGUST 2018

Published in pamphlet form by authority of the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, this 20<sup>th</sup> day of August 2018.

# ORDINANCE NO. 18-15

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WHEREAS, the Village of Dupo, St. Clair County, Illinois ("Village"), is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on August 20, 2018 at 7:00 pm, before the Village Board of Dupo and notice of said meeting was duly given; and

WHEREAS, pursuant to the provisions of Section 11-76.1-1 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-76.1-1), the Village is authorized to purchase or lease real or personal property for public purposes pursuant to contracts or leases which provide for the consideration for such purchase or lease to be paid in annual installments during a period not to exceed twenty (20) years; and

WHEREAS, it has become known that parcel 06-16.0-303-008 located in the Village limits of the Village of Dupo, St. Clair County, Illinois, commonly known as 827 Elizabeth Avenue, East Carondelet, Illinois ("Property"), has been listed for sale by the St. Clair County Trustee; and

WHEREAS, the Property is overgrown, contains a dilapidated structure(s) that needs to be demolished, and the Property overall needs to be maintained, and the Village desires to purchase the Property, demolish any structures thereon, and maintain the Property for public purposes or other uses; and

WHEREAS, by the Village purchasing the Property it will maintain equity in the Property versus placing a lien on the Property and possibly losing the lien or having to discount the lien at a later date; and

WHEREAS, the Village, as a municipal entity, may purchase the Property from the St. Clair County Trustee prior to it being offered and sold to the public at a tax sale at cost of the minimum bid (\$750.00) plus recording fees (\$39.25) for a total of \$789.25 (see Exhibit "A" attached hereto and incorporated herein), which consideration shall be paid for in a term less than twenty (20) years; and

WHEREAS, if the Property is sold to the public it may adversely affect and/or hamper the Village's ability to demolish any structures thereon, maintain the Property, obtain clear title, or foreclose upon any future lien, all which may lead to additional or greater expenses to the Village; and

WHEREAS, the Corporate authorities of the Village believe it to be in the best interests of the Village, its citizenry and the general public to purchase the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

- **Section 1:** That the foregoing recitals are hereby incorporated herein as findings of the President and Board of Trustees.
- **Section 2:** That the Village Mayor on behalf of the Village of Dupo, Illinois, is hereby authorized to enter into a Purchase Contract with the St. Clair County Trustee (see Exhibit "A") to purchase parcel number 06-16.0-303-008 (commonly known as 827 Elizabeth Avenue, East Carondelet, St. Clair County, Illinois) from the St. Clair County Trustee in the amount of \$789.25.
- **Section 3:** That the Village Mayor on behalf of the Village of Dupo, Illinois is hereby further authorized to enter into and execute any such contracts, agreements, conveyances, instruments, and all other necessary documents to obtain title to parcel number 06-16.0-303-008 on behalf of the Village of Dupo, Illinois.
- **Section 4:** That the Village Mayor is hereby authorized to provide such additional information and/or take any such further action as may be required to accomplish the purchase of the Property.
- **Section 5:** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, as provided by law.

**PASSED** this 20<sup>th</sup> day of August 2018 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

Trustees	<u>Aye</u>	Nay	Absent	<u>Abstain</u>
Chris Ragsdale	7			
Ben Kenner			X	
James Smith Joe Basinski	+			
Ken Phillips	1	***************************************		
Kerry Foster	文			

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 20th day of August

Jerry Wilson, Mayor Village of Dupo, Illinois

MARK NADLER, VILLAGE CLERK

(SEAL)

2018.

STATE OF ILLINOIS	)
COUNTY OF ST. CLAIR	) SS )
	CERTIFICATE OF PUBLICATION
I, Mark Nadler, certi Dupo, Illinois.	fy that I am the duly elected and acting Village Clerk of the Village of
I further certify that Village of Dupo, Illinois, pa	on the 20 <sup>th</sup> day of August 2018, the Corporate Authorities of the ssed and approved Ordinance No. 18-15, entitled:
ILLINOIS, RE	THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, GARDING PROPERTY COMMONLY KNOWN AS ETH AVENUE, EAST CARONDELET, ILLINOIS PPN: 06-16.0-303-008
which provided by its terms	that it should be published in pamphlet form.
cover sheet thereof, was pre Hall, commencing on Augus	of Ordinance No, including the ordinance and a pared, and a copy of such ordinance was posted in the Dupo Village t 20, 2018 and continuing for at least ten (10) days thereafter. Copies made available for public inspection upon request in the office of the
DATED at Dupo, Illi	nois this 20 <sup>th</sup> day of August 2018.
	MARK NADLER, Village Clerk

(SEAL)

## **PURCHASE CONTRACT**

SELLER: Saint Clair County, As Trustee

PURCHASER: Village of Dupo

SUBJECT PROPERTY: 06-16.0-303-008

TOTAL CONSIDERATION (Purchase Price + Recording Fee):

\$789.25

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES begining January 1 of the year 2019.

PURCHASER may, at its expense and option, obtain such title reports and surveys as to the SUBJECT PREMISES as PURCHASER may desire. PURCHASER shall advise SELLER in writing within 30 days after date hereof concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to PURCHASER shall be delayed pending SELLER'S efforts to resolve the same. In event SELLER is unable or unwilling to cure such defects within a reasonable time after notice thereof, PURCHASER may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, SELLER shall refund to PURCHASER all sums paid hereunder if PURCHASER shall so elect. Failure to notify SELLER of any objectionable title defect as above said shall constitute a waiver thereof.

Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this day o	ſ, 2018
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SELLER:

SELLER ADDRESS:

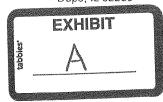
c/o Delinquent Tax Agent

**PURCHASER:** 

**PURCHASER ADDRESS:** 

Village of Dupo 107 N Second St Dupo, IL 62239

P. O. Box 96 Edwardsville, IL 62025-0096



#### SAINT CLAIR COUNTY TAX AGENT

TELEPHONE (618) 656-5744 TOLL FREE (800) 248-2850 FACSIMILE (618) 656-5094 141 ST. ANDREWS AVENUE P.O. BOX 96 EDWARDSVILLE, ILLINOIS 62025

July 11, 2018

Village of Dupo 107 N Second St Dupo, IL 62239

Transaction Number: 0718905 Parcel Number: 06-16.0-303-008

Dear Mr. Eckert,

Enclosed is a purchase contract to enable the Village of Dupo to acquire the requested parcel. The purchase price is based upon the minimum cost of acquisition and conveyance thru the county's Tax Liquidation Program.

Please return **the signed contract** along with a check in the amount of \$789.25 payable to the Saint Clair County Trustee Payment Account to the address shown above. This amount is made up of \$750.00 for purchase plus \$39.25 for recording.

Upon approval by the County Board Chairman, we will return an acknowledged copy of the purchase contract and process the conveyance. If this property is being purchased for demolition, please notify the Assessor in your county and apply for an exemption when the demolition is complete. If you have any questions, please contact me.

Sincerely yours,

Whitney Strohmeyer



## **PURCHASE CONTRACT**

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PURCHASER: Village of Dupo

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SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

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Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this day of	, 2018.
SELLER:	PURCHASER:
By:	By J. D. J.

SELLER ADDRESS: c/o Delinquent Tax Agent P. O. Box 96 Edwardsville, IL 62025-0096 **PURCHASER ADDRESS:** Village of Dupo 107 N Second St Dupo, IL 62239

DEED

05-13-008



THIS INDENTURE WITNESSETH, that the Grantor, SAINT CLAIR COUNTY, TRUSTEE, (for all taxing districts having an interest herein), of the State of Illinois, for the consideration of the sum of ----TEN AND NO/100----Dollars, and pursuant to authority given by the County Board of Saint Clair County, Illinois, under Resolution duly adopted on May 20, 2013, does hereby CONVEY AND QUIT CLAIM TO:

**GAIL ALLEN** 

Whose address is:

1729 Allen Drive Dupo. IL 62239

all interest in the following described real estate, situated in the County of Saint Clair and State of Illinois:

A02374464

MICHAEL T. COSTELLO RECORDER OF DEEDS ST. CLAIR COUNTY BELLEVILLE, IL

10:09:16AM 06/27/2013 \$60.00 TOTAL FEE:

PAGES:

1

"Exempt under provisions of Paragraph "F or G", Section 31-45, of the Real Estate Transfer Tax Law(35 ILCS 200/31-45) SAINT CLAIR COUNTY TRUSTEE Buyer, Seller or Representative Date: May 20, 2013

Lot 7 in Block 5 of ADAMS SUBDIVISION of part of Lot 26 of Prairie DuPont Commonfields as in Plat Book and Page

Township of Sugarloaf, County of Saint Clair, State of Illinois

Permanent Parcel No.: 06-16.0-303-008

Property Address: 827 Elizabeth Ave., E. Carondelet, II 62240

Grantee assumes payment of taxes for the year 2014 and thereafter.

IN WITNESS WHEREOF, the said SAINT CLAIR COUNTY, TRUSTEE, has caused its name to be signed hereto and its corperate seal affixed hereto by the Chairman of the County Board of Saint Clair County, Illinois, on the

County Clerk of Saint Clair County, Illinois

Acquired by Document No: A02354440

STATE OF ILLINOIS

COUNTY OF SAINT CLAIR

I, the undersigned, a notary public in and for said County in the State aforesaid, Do hereby Certify that the CHAIRMAN OF THE COUNTY BOARD OF SAINT CLAIR COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the said instrument as such Chairman of the County Board of Saint Clair County, Illinois, and caused the corporate seal of said County to be affixed thereto, pursuant to authority given by the County Board of Saint Clair County, Illinois, for the purposes therein set forth.

Given under my hand and notarial seal this

)SS

day of

Chairman, County Board of Saint Clair County, Illinois

"OFFICIAL SEAL"
MICHAELA WREN MICHAELA WREN
NOTARY PUBLIC—STATE OF ILLINOIS
MY COMMISSION EXPIRES JULY 9, 2014

(Copy to Trustee)

Return To GRANTEE, or: Tax Bills to GRANTEE, or:

Improved-\$900

This instrument drafted by Stephen P. Schrimpf, Attorney at Law, P. O. Box 96, Edwardsville, IL 62025

OF DOCUMENT END

APPROVED MAPPING & PLATTING Director SUBJECT TO ZOMING REGULATIONS TAX DEED NO. 17-TX-170

9200386838

REF: 14SCC201403617-SM

ALLEN, WOODROW JACKSON JR 1729 ALLEN DR DUPO, IL 62239-1089

#### TAKE NOTICE

COUNTY OF SAINT CLAIR

Date Premises Sold 11/09/2015

Certificate No. 201403617

Sold for General Taxes of 2014 AND PRIOR

Sold for Special Assessment of NONE

and special assessment number NONE

Warrant No. NONE Inst. No. NONE

# THIS PROPERTY HAS BEEN SOLD FOR DELINQUENT TAXES

Property located at 827 ELIZABETH AVE, E CARONDELET, IL 62240

Legal Description or Property Index No. 06-16.0-303-008

ADAMS SUBLOT/SEC-7-BLK/RG-5 AS IN A02374464

This notice is to advise you that the above property has been sold for delinquent taxes and that the period of redemption from the sale

will expire on 5/18/2018. The amount to redeem is subject to increase at 6 month intervals from the date of sale and may be further increased if the purchaser at the tax sale or his or her assignee pays any subsequently accruing taxes or special assessments to redeem the property from subsequent forfeitures or tax sales. Check with the County Clerk as to the exact amount you owe before redeeming.

This notice is also to advise you that a petition has been filed for a tax deed which will transfer title and the right to possession of this property if redemption is not made on or before  $\frac{5}{18}/2018$ .

This matter is set for hearing in the Circuit Court of this county in Belleville, Illinois on 06/01/2018 at 9:00 am. [Courtroom 107, Saint Clair County Courthouse, #10 Public Square, Belleville, IL 62220] You may be present at this hearing, but your right to redeem will already have expired at that time.

# YOU ARE URGED TO REDEEM IMMEDIATELY TO PREVENT LOSS OF PROPERTY

Redemption can be made at any time on or before  $\frac{5/18/2018}{2018}$  by applying to the County Clerk of Saint Clair County, Illinois at the Office of the County Clerk in Belleville, Illinois.

For further information contact the County Clerk. Address: #10 Public Square, Belleville, IL 62220

Telephone: (618) 277-6600

SAINT CLAIR COUNTY TRUSTEE

Purchaser or Assignee.

Dated 1/19/2018.

ASSESSEE: ALLEN, GAIL

One South Church Street Suite 500 Belleville, IL 62220

Van-Lear P. Eckert John S. Brubaker Licensed in IL & MO



Phone:618-233-8800 Fax:618-233-8807 vpe@vpelaw.com www.vpelaw.com

May 29, 2018

06-16.0-303-008

Sent Via Certified Mail
Return Receipt Requested
And 1<sup>st</sup> Class U.S. Mail

Gail Allen 1729 Allen Drive Dupo, IL 62239

### 15 DAY VIOLATION NOTICE 827 Elizabeth Avenue, Dupo, IL 62239

Dear Mrs. Allen:

Pursuant to 65 ILCS 5/11-31-1(a) Notice is hereby given that you have **Fifteen (15) days** to put the residence located at 827 Elizabeth Avenue, Dupo, IL 62239 in a safe condition or demolish it. You are further hereby notified that the Village of Dupo intends to apply to the Circuit Court of St. Clair County, Illinois, for an Order authorizing remediation and/or demolition of said building because it is unsafe and dangerous due to the building and property maintenance code violations of the structure.

The residence needs to be repaired or demolished within Fifteen (15) Days of receipt of this letter. In the event that you fail to put the building in a safe condition or demolish it within Fifteen (15) days of this Notice, the Village of Dupo will file a Complaint for Demolition of the building in the Circuit Court of St. Clair County, Illinois. You are hereby advised that in addition to an Order of Demolition of the building, the Village of Dupo will also seek any and all costs associated with demolition, including court costs, attorneys' fees and any and all other costs related to the enforcement of Village ordinances. All such costs and fees are recoverable from the owner or owners of the property and constitute a lien on the property, which is superior to all prior existing liens except taxes.

The Village of Dupo is taking this action because the building is unsafe and poses a threat to the health, safety and welfare of the public. You have failed to rehabilitate or repair the structure to bring it into conformance with the Property Maintenance Code and Building Code of the Village of Dupo. In order to assure your receipt of this Notice, it will be forwarded to you via certified mail return receipt requested and regular U.S. mail. You must act promptly and within Fifteen (15) days to avoid the consequences of a demolition action.

Sincerely,

Law Office of Van Lear P. Eckert, P.C.

By: ˌ

/an-Lear P. Eckert

### Jennifer Gomric Minton - St. Clair County Assessor Charles Suarez - St. Clair County Collector

Ownership / Addresses

Parcel Number

06-16.0-303-008

Parcel Year

2018

**Property Address** 

827 ELIZABETH AVE EAST CARONDELET, IL 62240

**Property Owner** 

ST CLAIR CO TRUSTEE,

**Mailing Address** 

10 PUBLIC SQ BELLEVILLE, IL 62220

Assessment Level	Land Value	<b>Building Value</b>	Total Value
Assessor Value	995	2860	3855

Legal

TownshipSUGARLOAFLegal Description Line 1ADAMS SUB

Legal Description Line 2 LOT/SEC-7-BLK/RG-5 AS IN A02587273

Legal Description Line 3
Legal Description Line 4

Tax District	Tax Rate	Tax Amount
DAUGHERTY PUB LIB DS	To Be Determined	To Be Determined
DUPO UNIT #196	To Be Determined	To Be Determined
PRAIRIE DUPONT FIRE	To Be Determined	To Be Determined
PRAIRIE DUPONT LEVEE	To Be Determined	To Be Determined
ST CLAIR CO OTHER	To Be Determined	To Be Determined
SUGAR LOAF ROAD	To Be Determined	To Be Determined
SUGAR LOAF TWP	To Be Determined	To Be Determined
SWIC DIST #522	To Be Determined	To Be Determined
VILLAGE OF DUPO	To Be Determined	To Be Determined

#### Disclaimer

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site. We reserve the right to restrict usage that may compromise the performance or security of our website. Such usage may include but it is not limited to malicious probes or attacks as well at attempts to mirror website date using automated date retrieval programs. All access is limited to system availability.

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D-Fair Single Fami Frame

Full Bsmt

One Story

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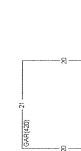
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Fireplace Extra Fireplace C Res Fixtures

Attic Area Heat/AC Adj Comb Ht/AC Adj Combination Basement

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Garage Mobile Home Consign Adj Actual Year Blt 1 Effect Year Blt 1 Normal Depr Tbl U Functional Obs. 0

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Economic Obs. 0 Observed Cond. 0 Obs. Cond. Code N Cost Factor 0

SALE PRICE

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History Values Tax Year Total Appraised Value