



Doc#: 0329618113  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 10/23/2003 12:57 PM Pg: 1 of 3

## AGREEMENT TO CREATE LIEN

I, Scott R. Niehaus, Village Manager for the Village of Tinley Park, Cook and Will Counties, Illinois, ("Village") hereby certify that, pursuant to the agreement between the Village and Randall E. and Donna J. Cook ("Property Owner"), the Village has made, or is in the process of completing, certain public improvements in regard to the installation of watermain, and street resurfacing that benefit the following described property:

### LEGAL DESCRIPTION:

Lot 1 in Block 1 in William C. Groebe Company's Kimberly Heights Addition to Tinley Park, situated in the West ½ of the Southwest 1/4 of Section 20, Township 36 North, Range 13, East of the Third Principal Meridian in Cook County IL, recorded 11 May 1955 as Document 1593767 and Certificate of Correction thereof registered 17 June 1955 as Document 1601732.

P.I.N. 28-20-302-011

COMMON ADDRESS: 6201 James Street, Tinley Park, IL 60477

PROPERTY OWNER: Randall E. and Donna J. Cook  
6211 James Street  
Tinley Park, IL 60477

Pursuant to the agreement between the Village and the Property Owner, in lieu of paying lump sum utility connection fees and a Special Assessment to pay her share of these public improvements, the Property Owner agrees to pay the Village her share of the public improvement costs in the form of a lien against the above-captioned property in the amount of nine thousand one hundred seventy-five dollars and no cents (\$9,175).

Said lien amount being payable to the Village over a period of not more than fifteen (15)

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RECORDER'S BOX 324 (PB)

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years, in sixty (60) quarterly installments, with interest computed at a rate of three and one half percent (3.5%) per annum. Said quarterly installments shall be added to the Property Owner's utility bill for water and sewer services provided by the Village. The lien amount shall be paid in fifty-nine (59) installments in the amount of one hundred ninety-seven dollars and twenty-one cents (\$197.21), and a final installment of one hundred ninety-six dollars and ninety-five cents (\$196.95). The first installment shall be due with the first utility bill produced after said property has initiated water services.

Said lien shall be released only upon the full satisfaction of the amount owed, including interest accrued thereon. Should said Property Owner sell or assign beneficial ownership of said property prior to full satisfaction of the amount due, the balance of the unpaid lien along with any interest accrued thereon shall be due and payable. Said lien shall be assignable to a subsequent owner of said property only with the express written consent of the Village.

Property Owner shall be entitled to prepay any amounts due without penalty.

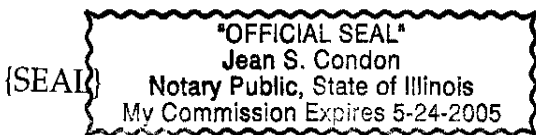
If the Property Owner defaults in the payment of any of the installments aforesaid and any portion thereof shall remain due and unpaid for a period of thirty (30) days, the principal sum above mentioned, or any unpaid balance thereof, together with all arrearages thereon, shall at the option of the Village become immediately due and payable, without notice, and shall be collected immediately or at any time after such default, anything hereinbefore contained to the contrary notwithstanding. All parties hereto severally waive presentment for payment, notice of dishonor and protest.

That by reason of the foregoing, and pursuant to the provisions of the agreement between the Village and Property Owner, a lien in the amount of nine thousand one hundred seventy-five dollars and no cents (\$9,175), on behalf of the Village is hereby declared against the above-captioned property.

DATED this 15<sup>th</sup> day of October, 2003

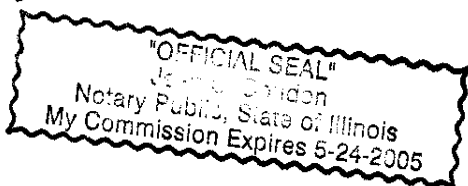
VILLAGE OF TINLEY PARK

By: Scott R. Niehaus  
Scott R. Niehaus  
Village Manager



Signed before me on 10/15/03

Jean S. Condon  
(Notary Public)

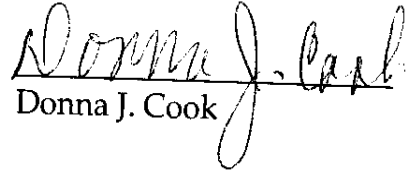


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APPROVED and consented to by the undersigned Property Owner this 20<sup>th</sup> day of October, 2003.



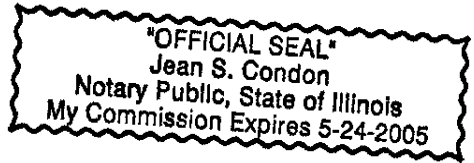
Randall E. Cook



Donna J. Cook

Signed before me on 10/20/03

Jean S. Condon (Notary Public)



Return to:  
Thomas P. Bayer  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, IL 60606  
312-984-6400

Mail to Recorder's Box 324 (TPB)

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