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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Doc#: 1617622079 Fee: \$64.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/24/2016 09:49 AM Pg: 1 of 9

PROPERTY ADDRESS:

**3023 EMERSON
Franklin Park, IL 60131**

P.I.N. 12-28-213-052-0000

**PREPARED BY AND
RETURN TO:
Village of Franklin Park
9500 Belmont
Franklin Park, IL 60131
Attn: Village Clerk**

NOTICE OF LIEN FOR WATER

NOW COMES the Lien Claimant, Village of Franklin Park, an Illinois municipal corporation, the undersigned of 9500 Belmont, Franklin Park, Cook County, Illinois 60131, hereby files notice and claim for lien, pursuant to section 11-139-8 of the Illinois Municipal Code, 65 ILCS 5/11-139-8, and states as follows:

1. For **12/10/2007** up to and including **05/26/2016** the Lien Claimant provided water services to the following described property in the County of Cook, State of Illinois, to-wit:

Legal Description: **LOT 32 AND THE NORTH 2 FEET OF LOT 31 IN BLOCK 27 IN THE THIRD ADDITION TO FRANKLIN PARK IN SECTIONS 21 AND 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PIN: **12-28-213-052-0000**

Common Address: **3023 EMERSON FRANKLIN PARK, IL 60131**

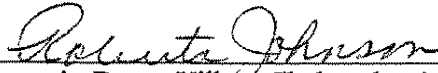
2. On **MAY 25, 2016**, the Lien Claimant provided notice, via certified mail, to the person to whom was sent the tax bill for the general taxes on the above stated property for the year **2015** and the billing address, attached as Exhibit A.

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3. The claim lien in the amount of \$11,102.70 reflects the amount of cost and expenses incurred on 12/10/2007 TO 05/26/2016 by Lien Claimant for provision of water services, as set forth in the invoices attached as Exhibit B.

4. The Lien Claimant is entitled to a lien for said water services pursuant to the above cited statutory provision in the amount of \$ 11,102.70 which reflects the amount of service charges, costs and expenses incurred as of the delinquency date, 05/26/2016, on account of the water services expended to the property as set forth in the delinquency notices attached as Exhibit C, as said amount remains due and payable to the Lien Claimant.

VILLAGE OF FRANKLIN PARK, an
Illinois Municipal Corporation



Roberta Johnson, its Deputy Village Clerk and authorized agent

STATE OF ILLINOIS)

) SS

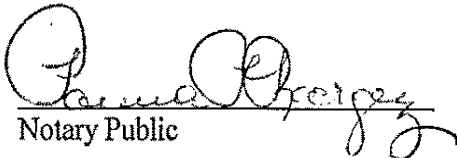
COUNTY OF COOK)

The affiant, Roberta Johnson, being first duly sworn on oath, deposes and says that she is the Deputy Village Clerk and duly authorized agent of the Village of Franklin Park, an Illinois municipal corporation, the lien claimant; that he has read the foregoing notice and claim for lien and knows the contents thereof; and that all the statements therein contained are true.

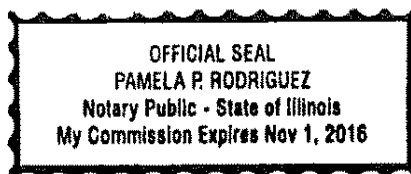


Roberta Johnson, Deputy Village Clerk

Subscribed and sworn before me
this 22 day of JUNE, 2016.


Notary Public

- seal-



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VILLAGE OF FRANKLIN PARK
WATER DEPARTMENT

9501 W Belmont Avenue
Franklin Park, Illinois 60131

T 847.671.8252
F 847.671.7931
www.vofp.com

Exhibit A

DATE: 5/25/2016

VIA CERTIFIED MAIL & U.S. MAIL

CARIDAD HANSEN
3023 EMERSON ST
FRANKLIN PK, IL 60131-2618

Taxpayer of Record from Cook County Treasurer Records
ENEIDA E ALVAREZ
3023 EMERSON ST
FRANKLIN PK, IL 60131-2618

*Re: Notice of Water Service Termination
Account #: 012327-000
Property Address: 3023 EMERSON*

To whom it may concern:

Pursuant to Section 7-8B-6 (C) of the Village Code of the Village of Franklin Park, payment for water service for the above-referenced account and address are more than sixty (60) days past due and therefore this letter serves as notice that the village shall shut off water service to the address above. Service will be terminated anytime after ten (10) days of the date of this letter.

If you would like to speak to the village comptroller or utilities commissioner about a hearing to contest said unpaid charges, you must do so within ten (10) days of the date of this letter. You may contact the Water Department at (847) 671-8252 to set up the meeting. If no hearing is scheduled, water service will be shut off any time after ten (10) days of the date of this letter.

If your service is disconnected for nonpayment, you will be assessed a onetime fee of \$250.00 for the shutting off and opening of such service. Furthermore, a lien will be placed against the property for the total outstanding balance and fees.

Please also note that since payment is 60 days past due, these charges may also become a lien on the property listed above.

Sincerely,

Village of Franklin Park
Water Billing Department

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VILLAGE OF FRANKLIN PARK
WATER DEPARTMENT

9501 W Belmont Avenue
Franklin Park, Illinois 60131

T 847.671.8252
F 847.671.7931
www.vofp.com

DATE: 5/25/2016

VIA CERTIFIED MAIL & U.S. MAIL

ENEIDA E ALVAREZ
3023 EMERSON ST
FRANKLIN PK, IL 60131-2618

A

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Village of Franklin Park
Water Billing Department

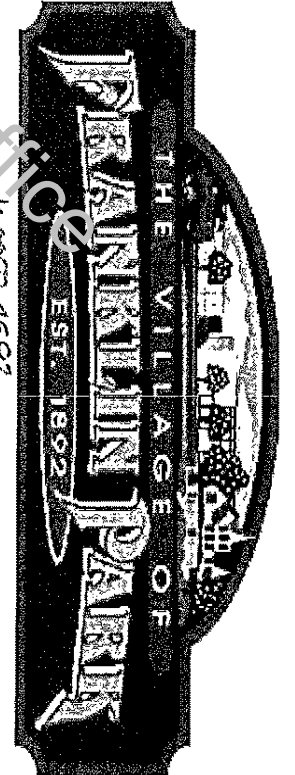
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Utility Billing
Account History Report

EXHIBIT B

User: prodigues
Printed: 06/02/2016 - 9:11AM

US98 2640 51
10/05/16
12/25



Account Status: Active
Connect Date: 10/03/2003
Customer Name: CARDAD HANSEN
Care Of:
Customer Address: 3023 EMERSON
FRANKLIN PARK, IL 60131

Total Account Balance: 11,102.71
Total Deposits: 2.00
Total Refunds: 45.92
Owner Name: 3023 EMERSON
Service Address: 3023 EMERSON

Home Phone: (708) 828-0312
Business Phone:
Account Number: 012327-000

Ext: 1225
Ext: 43792
Reference Number: 317003023

Tran Date	Tran Type	Description	Amount	WTR	SWP	RDC	PEN	MISC	GAR	NEWS	N/A
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05/26/2016	Payment		-1,000.00	0.00	0.00	0.00	-1,000.00	0.00	0.00	0.00	0.00
06/24/2016	Payment		-600.00	0.00	0.00	0.00	-600.00	0.00	0.00	0.00	0.00
05/05/2016	Balance		12,702.70	1,732.43	981.85	0.00	8,461.81	0.00	1,526.61	0.00	0.00
05/05/2016	Billing		74.48	52.22	19.30	0.00	0.00	0.00	22.96	0.00	0.00
05/02/2016	Adjustment	Past Due	416.65	0.00	0.00	0.00	416.65	0.00	0.00	0.00	0.00
04/05/2016	Balance		12,211.57	1,700.21	962.55	0.00	8,045.16	0.00	1,503.65	0.00	0.00
04/05/2016	Billing		64.16	25.77	15.43	0.00	0.00	0.00	22.96	0.00	0.00
03/31/2016	Adjustment	Past Due	410.22	0.00	0.00	0.00	410.22	0.00	0.00	0.00	0.00
03/03/2016	Balance		12,037.19	1,674.44	947.12	0.00	7,934.94	0.00	1,480.69	0.00	0.00
03/03/2016	Billing		74.48	32.22	19.30	0.00	0.00	0.00	22.96	0.00	0.00
02/29/2016	Adjustment	Past Due	402.77	0.00	0.00	0.00	402.77	0.00	0.00	0.00	0.00
02/03/2016	Balance		11,559.94	1,642.22	927.82	0.00	7,532.17	0.00	1,457.73	0.00	0.00
02/03/2016	Billing		84.80	38.67	23.17	0.00	0.00	0.00	22.96	0.00	0.00
02/01/2016	Adjustment	Past Due	394.31	0.00	0.00	0.00	394.31	0.00	0.00	0.00	0.00

UB - Account History Report (06/02/2016 - 9:11 AM)

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Exhibit C

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (this "Agreement") is made this 3 day of JUNE 2016 by and between the Village of Franklin Park, Illinois, a municipal corporation (hereinafter referred to as the "Village") and **CARIDAD HANSEN**, as owner(s) of the property commonly known as **3023 EMERSON**, Franklin Park, Illinois 60131 (hereinafter referred to as "Customer"). The Village and Customer are collectively referred to as the "Parties".

WHEREAS, Customer receives water, sewer and garbage service from the Village who charges fees for said service; and

WHEREAS, upon determination that a given customer's water, sewer or garbage account is in arrears, the Village Comptroller is authorized to enter into an agreement with such customer to avoid termination of service; and

WHEREAS, the Village has agreed to allow Customer to pay water, sewer or garbage past due amounts, in exchange for Customer's promises contained herein; and

WHEREAS, the Village and Customer now desire to mutually set forth the terms of the payment to the Village.

NOW, THEREFORE, in consideration of the foregoing recitals and their mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Customer hereby agree, as follows:

1. Customer owes the Village **\$11,102.70** in past due water, sewer and garbage services, including outstanding fees and penalties (the "Arrearage Payment"). Customer agrees to pay to the Village, and the Village agrees to accept from Customer, the sum of **\$125.00** payable in **71 MONTHLY AND 1 MONTHLY PAYMENT OF \$112.25** installment payments to be applied to the Arrearage Payment. Customer will begin said payments on **JUNE 2016**, with each payment thereafter being due at the same time as the due date of any current monthly bill. Customer shall also make a down payment in an amount of **\$ 0**, as of the date of the Agreement. Failure to make any scheduled payment will result in a breach of the Agreement by the Customer. No extensions will be granted by the Village to the Customer.
2. If Customer makes all payments in accordance with Section 1 of this Agreement, the Customer will have paid **\$ 11,102.70** of the Arrearage Payment to the Village over a **72 MONTH** period. In exchange for the timely payment to be paid by Customer to Village in accordance herewith, Village agrees to waive **\$ 2115.45** of the Arrearage Payment as well as any outstanding late fees and penalties accrued on the Arrearage Payment during the time of repayment at the expiration of the time period specified above and to further release and waive all claims related to the nonpayment of charges which the Village may have against Customer as described herein, as of the date of this Agreement.

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3. Customer understands and agrees that the Arrearage Payment is in addition to any payment due and owing the Village for services incurred after the date of this Agreement. Customer shall ensure all bills for future services are paid in full on time and that the Village has the unconditional right to take whatever legal remedies available to collect any unpaid and delinquent amount for services rendered, including the termination of services after the date of this Agreement.
- X 4. In exchange for Village's execution of this Agreement and other good and valuable consideration the sufficiency of which is hereby acknowledged, Customer voluntarily releases and discharges Village of and from any and all claims, charges, lawsuits, grievances or causes of action whatsoever, in law or equity, which Customer, its heirs, executors, administrators, successors, and assigns may have against Village, including any and all for claims related to the nonpayment of water, sewer or garbage services. Customer further agrees and consents to the filing of a lien on the premises commonly known as 2027 EMERSON Franklin Park, Illinois 60131, in the amount of the Arrearage Payment, to secure said payments and to be released by the Village at the conclusion of the Arrearage Payment, as herein provided.
INITIAL: C
5. Customer states that it has not filed, or permitted to be filed on its behalf, any claim, lawsuit, grievance or cause of action against Village related to the nonpayment of water, sewer or garbage services, and that no claim, lawsuit, grievance or cause of action exists relating to the nonpayment of water, sewer or garbage services will be made by the Customer, or any representative of Customer. With the exception of any action the law precludes Customer from waiving by agreement, Customer expressly covenants not to sue Village for any damages they may claim to have suffered as a result of actions related to the nonpayment of water, sewer or garbage services.
6. Customer agrees and acknowledges that in the event Customer fails to abide by the terms of this Agreement, any outstanding balance of the Arrearage Payment shall immediately become due and the Village Comptroller or Utilities Commissioner shall terminate service in accordance with the Village Code of the Village of Franklin Park, as from time to time supplemented and amended. The Village shall have the right to actively pursue the collection of the outstanding balance of the Arrearage Payment, including but not limited to the right to foreclose on any lien or to seek judgment in the Circuit Court of Cook County, Illinois, against the Customer for any unpaid balance.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the event legal proceedings of any kind arise in connection with this Agreement it shall be in the Circuit Court of Cook County, Illinois. The Parties expressly agree to submit to the jurisdiction of the Circuit Court of Cook County, Illinois for all purposes and intents and to waive their right to trial by jury.
8. If any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall

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immediately become null and void, leaving the remainder of this Agreement in full force and effect.

9. This Agreement may not be modified, altered or changed except upon express written consent by both Parties.
10. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof.

(Intentionally Left Blank)

Property of Cook County Clerk's Office

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The Parties have read and fully considered the foregoing Agreement. Having elected to execute this Agreement, to fulfill the promises set forth herein, and to receive the benefit of these promises, the Parties now knowingly and voluntarily sign this Agreement.

6/19/16
Dated

Joseph Lano
Utility Commissioner

X 6-3-16
Dated

Caridad Hansen
CARIDAD HANSEN

SUBSCRIBED AND SWORN to before me
this ____ day of _____, ____.

Notary Public

Dated

Customer

SUBSCRIBED AND SWORN to before me
this ____ day of _____, ____.

Notary Public