



2031962001

File 50777

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This document was prepared by and after recording should be returned to: John J. Lydon, Esq. Gombert Sharfman P.C. 208 S. LaSalle, Suite 1410, Chicago, Illinois 60604

RHSP, FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/16/2020 10:21 AM PG: 1 OF 4

STATE OF ILLINOIS)) ss. COUNTY OF COOK)

LIEN ON PROPERTY

Mary T. Lyons, also known as Maureen Lyons (Owner) hereby grants to Fairmont Care Centre, Inc., an Illinois Corporation (Claimant), a lien in its favor against the certain real estate commonly known as 3920 North Paulina Avenue, Chicago, Illinois (Property) and against the interest of the Owner, and any persons claiming to be interested in the premises herein, and states:

1. That the Owner has an interest in certain real estate, in the nature of a tenancy-in-common with another in real estate (including all land and improvements thereon) in Cook County, Illinois, and legally described as follows:

LEGAL DESCRIPTION:

LOT 35 IN BLOCK 1 IN H. C. BUCHNER'S SUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 IN, IN COOK COUNTY, ILLINOIS.

The permanent real estate tax property identification number is:

14-19-206-030-0000

2. The Owner has resided at the premises of the Claimant and received certain goods and services in the nature of nursing home care. In payment for those goods and services, the Owner executed a certain promissory note (Note) on or around October 6, 2020, with the Owner in the amount of \$221,803.75. This lien is intended to secure payment for those goods and services.

3. In accordance with the note, the Claimant is entitled to be payment on the Note plus future charges incurred by the Owner to be paid upon the sale of the Property.

Mary T. Lyons, also known as Maureen Lyons,

Handwritten signature of Mary T. Lyons

{00356482}

Vertical stamp: SY 4 SL M SC E INT SB

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

AFFIDAVIT

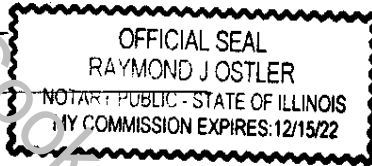
The affiant, Mary T. Lyons, being first duly sworn on oath, deposes and says that she is the Owner of the Property, that she has read the foregoing notice and claim for lien and knows the contents thereof, and that all the statements therein contained are true.

SIGNED this 10th day of October 2020.

Mary T Lyons
Mary T. Lyons

Subscribed and sworn to before me this
10th day of ~~September~~ October 2019.

Raymond J Ostler
Notary Public



Notary Seal

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PROMISSORY NOTE

\$221,803.75

October 5, 2020

FOR VALUE RECEIVED, Mary T. Lyons, an Individual, (“Lyons” and/or “Maker”), hereby promises to pay to Fairmont Care Centre, Inc. (“Fairmont” and/or “Holder”), the principal sum of Two Hundred Twenty-One Thousand Eight Hundred Three Dollars and seventy five cents (\$221,803.075) as provided herein.

1. **Interest.**

The unpaid principal amount of this Note shall not bear interest.

2. **Payments.**

(a) **Principal.** The Principal amount of this Note shall be payable as follows:

Two Hundred Twenty-One Thousand Eight Hundred Three Dollars and seventy five cents (\$221,803.75), immediately upon sale of Maker’s interest in property located at 3920 N Paulina Street, Chicago, Illinois 60613 and/or Westport County Mayo in Ireland. Said sale of interest in properties shall be at a price no less than fair market value. Said payment shall be made payable to Fairmont Care Centre, Inc. and shall be sent to Christopher Vicere, Lancaster Health Group, 5061 N. Pulaski Road, Chicago, IL 60630.

(b) **Pre-Payment.** Maker may, at any time and from time to time, prepay this Note in whole or in part without premium or penalty.

3. **Events of Default; Remedies.**

(a) **Event of Default.** The following shall be an “Event of Default” under this Note:

(i) Maker shall fail to make payment under this Note within ten (10) days after the date when due.

(b) **Remedies.** Upon the occurrence of an Event of Default:

(i) Holder may, upon written notice to Maker, declare the entire amount of unpaid Principal under this Note immediately due and payable, and

(ii) Maker shall pay all fees and expenses incurred by Holder, including reasonable attorney’s fees, in connection with the enforcement or protection of Holder’s rights under this Note.

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- (iii) Holder may, upon written notice to Maker as described herein and Maker's failure to cure within ten (10) days, collect interest at a rate of 7.50% on any unpaid balance.

4. **Waiver**

Maker hereby waives presentment for payment, protest and demand, notice of protest and demand.

5. **No Waiver.**

No delay on the part of Holder in the exercise of any power or right under this Note shall operate as a waiver thereof, nor shall a single or partial exercise of power or right preclude other or further exercise thereof or exercise of any power or right.

6. **Daily Rate and Guarantee.**

I, Mary T. Lyons, understand that I have a current outstanding balance of Two Hundred Twenty-One Thousand Eight Hundred Three Dollars and seventy five cents (\$221,803.75) as of October 5, 2020. I hereby promise to pay this outstanding balance and any additional balance that I may incur starting October 5, 2020 moving forward. I understand that my daily rate is Two Hundred Eighty Dollars (\$280.00) and I promise to pay Fairmont Care Centre, Inc. first immediately upon the sale of my interest in properties. The properties addresses are as follows:

- 3920 N Paulina St. Chicago, IL 60613
- Westport County Mayo in Ireland



 Mary T. Lyons, an Individual

Maker's Address:
 3920 N Paulina St.
 Chicago, IL 60613