Doc#. 2110649216 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 04/16/2021 04:04 PM Pg: 1 of 15

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

PROPERTY ADDRESS:

2807 ELDER LANE Franklin Park, IL 60131

P.I.N. 12-28-407-013-000

PREPARED BY AND
RETURN TO.
Village of Franklin Park
9500 Belmont
Franklin Park, IL 60127
Attn: Village Clerk

### NOTICE OF LIFN FOR WATER

NOW COMES the Lien Claimant, Village of Franklin Park, an Illinois municipal corporation, the undersigned of 9500 Belmont, Franklin Perk, 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 **08/06/2020** up to and including **02/08/2021** in Lien Claimant provided water services to the following described property in the County of Cook, Stree of Illinois, to-wit:

Legal Description: LOT 7 IN BLOCK 10 IN WESTBROOK UNIT 3, BEING MILLS AND SON'S SUBDIVISION OF PART OF THE EAST ½ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MEXICIAN, IN COOK COUNTY, ILLINOIS.

PIN:

12-28-407-013-000

Common Address: 2807 ELDER LANE FRANKLIN PARK IL 60131

- 2. On **FEBURYAR 16 2021**, 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 2020 and the billing address, attached as <u>Exhibit A</u>.
- 3. The claim lien in the amount of \$1,600.00 reflects the amount of cost and expenses incurred on 08/06/2020 TO 02/08/2021 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 \$ 1,600.00 which reflects the amount of service charges, , on account of the water costs and expenses incurred as of the delinquency date, 02/08/2021 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 Village Clerk and authorized agent

STATE OF ILLINOIS ) COUNTY OF COOK )

The affiant, Roberta Johnson, being first duty sworn on oath, deposes and says that she is the Village Clerk and duly authorized agent of the Village of Franklin Park, an Illinois municipal corporation, the lien claimant; 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.

Subscribed and sworn before me

∠day of 2021.

- seal-

PAMELA P. RODRIGUEZ OFFICIAL SEAL Notary Public - State of Illinois

2110649216 Page: 3 of 15

## **UNOFFICIAL COPY**

E-xhibit A



9500 Belmont Avenue Franklin Park, Il. 60131

**FEBRUARY 16 2021** 

### VIA CERTIFIED MAIL & U.S. MAIL

LUIS PECET AYALA 2807 ELDEF TANE FRANKLIN PARK IL 60131

Taxpayer of Record from Cook County Treasurer Records
LUIS PEREZ AYALA
2807 ELDER LN
FRANKLIN PK, IL 60131

Re: Notice of Delinquency

Property Address: 2807 ELDEP

To whom it may concern:

As of the date of this letter the Village has not received payment on your water, sewer and garbage service account. If you have already sent in your payment, please disregard this notice. If you have not, please submit payment as soon as possible. Please keep in mind that the outstanding balance is subject to a 10% late ice as well as other collection actions, including but not limited to, the filing of a civil proceeding in circuit court, the placement of a lien against the property for the delinquent an oun and the termination of services on this account

If you are having some difficulty in paying your bill, please contact the Village at (847) 671-8258 so that we can work out a payment plan.

PDP	U.S. Postal Service™, CERTIFIED MAIL® REC Domestic Mail Only	EIPT
70	For delivery information, visit our website	arvew.usps.com <sup>©</sup> n a a <sup>rg</sup> 6-2
<u></u>	Certified Mail Fee	USE
1187	\$ Extra Services & Fees (check box, add fet as appropriate) Theturn Receipt (thardcopy)  \$	
0000	Return Receipt (electronic) \$ Certified Mail Restricted Delivery \$	Postmark Here
	Adult Signature Required   \$    Adult Signature Restricted Delivery   \$	
50	Postage \$	
, Lu	Total Postage and Fees \$	
	Sent To Street and Apt. No., or PO Box No.	· 我们 10 年 · 李 · 李 · · · · · · · · · · · · · · ·

Sincerely,

Pamela Rodriguez Village of Franklin Park

063429-000

Reference Number:

318002807

Ext:

Tran Date

Tran Type

Description

Amount

WTR

SWR

RDC

PEN

MISC

CAR

NEWS

Admintee

Current Balance By Service

961.17

55 5,61

0.00

655.04

0.00

0.00

0.00

Business Phone:

Home Phone:

02/08/2021 02/08/2021 03/01/2021

Balance

2,039.08

961.17

576.66

501.25 153,79

106.1

63.69

0.00 0.00

0.00

0.00

153.79

0.00

0.00

0.00

Adjustment

Past Due

02/01/2021

Past Due

01/07/2021 01/07/2021

Billing

Balance Adjustment

1,732.45

855.03

512.97

0.00 0.00

364.45

0.00

0.00

0.00 0.00 0.00

0.00

0.00

0.00

136.80

00.00 0.00 0.00

116.53

69.92

136.80 169.83

User: Account Status: Printed:

Account History Report prodriguez

Utility Billing

Connect Date: 03/03/2021 - 4:27PM Active

LUIS PEREZ AVALA 06/08/2017 Final Date:

2807 ELDER

Customer Address:

Customer Name:

Care Of:

FRANKLIN PARK, IL 60131

Carper Co. Carper Co.

Total Account Balance:

000 2,192.97

LUIS PEREZ AYALA

Total Refunds:

0.00

Total Deposits:

Service Address: Owner Name:

2807 ELDER

1892

252.93 829.69

UB - Account History Report (03/03/2021 - 4:27 PM)

11/01/2020 11/05/2020

Adjustment

Past Due

11/05/2020 12/01/2020 12/03/2020 12/03/2020 12/30/2020

Balance

1,141.88

373.13

0.00 0.00

346.78

0.00

99.51

0.00

0.00

0.00

0.00

0.00 0.00

99.51

0.00

0.00

236.31

147.70 621.97

88.61

75.88

0.00

0.00

75.88 70.90

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0.00

0.00 0.00 0.00 0.00 0.00

0.00

00.0

0.00

0.00 00.0 00.00

474.27

284.52

Adjustment

Past Due

Billing

Balance

7,42 7.84

738.50

443.05

0.00 0.00 0.00

246.29

0.00

0.00

0.00 0.00 0.00 0.00

118.16

0.00 0.00

0.00 0.00 0.00 0.00 0.00 0.00

0.00 0.00

0.00

118.15 186.45

0.00

0.00

186.45

116.53

69.92

Adjustment

Past Due

Billing

10/06/2020 10/06/2020

0.00

063429-000

Reference Number:

318002807

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12/06/2019	12/06/2019	12/30/2019	01/07/2020	01/07/2020	01/29/2020	01/30/2020	02/05/2020	02/05/2020	02/18/2020	03/05/2020	03/05/2020	03/30/2020	04/05/2020	04/05/2020	05/06/2020	05/06/2020	06/04/2020	06/04/2020	07/09/2020	07/09/2020	07/13/2020	08/06/2020	08/06/2020	09/01/2020	09/04/2020	09/04/2020	10/01/2020	Tran Date
Billing	Balance	Adjustment	Billing	Balance	Adjustment	Payment	Billing	Balance	Payment	Billing	Balance	Payment Check No: 111	Billing	Balance	Billing	Balance	Billing	Balance	Billing	Balance	Payment	Billing	Balance	Adjustment	Billing	Balance	Adjustment	Тгап Туре
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145.28	339.76	32.21	192.56	564.53	51.47	-620.98	1.5.80	171.82	-171.87	176.80	176.80	~176.80	208.32	208.32	239.84	448.16	208.32	656,48	186.45	842.93	V-842.93	203.07	203.07	20.31	302.79	526.17	50.59	Amount
90.80	201.30	0.00	120.35	321.65	0.00	-324.89	110.50	107.26	-107.26	110.50	111).50	0.50	130.20	130.20	149.90	280.10	130.20	410.30	116.53	526.83	-526.83	126.92	126.92	0.00	189.26	316.18	0.00	WIR
54.48	120.78	0.00	72.21	192.99	0.00	-194.73	66.30	64.56	-64.56	66.30	66.30	-66.30	78.12	73.12	89.5 <sup>4</sup>	168.06	78.12	246.18	69.92	316.10	-316.10	76.15	76.15	0.00	113.53	189.68	0.00	SWR
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	RDC
0.00	17.68	32.21	0.00	49.89	51.47	-101.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.31	0.00	20.31	50.59	PEN
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	MISC
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.00	0.00	0.00	0.00	0.00	0.00	0.00	GAR
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0,00	0.00	0.00	NEWS
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Adminfee

063429-000

Reference Number:

318002807

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02/13/2019	03/05/2019	03/05/2019	03/18/2019	04/04/2019	04/04/2019	04/16/2019	05/03/2019	05/03/2019	05/30/2019	05/30/2019	06/05/2019	06/05/2019	06/14/2019	07/04/2019	07/04/2019	07/22/2019	08/05/2019	08/05/2019	08/19/2019	09/05/2019	09/05/2019	09/17/2019	10/04/2019	10/04/2019	10/22/2019	11/05/2019	11/05/2019	12/02/2019	Tran Date
Payment	Billing	Balance	Payment	Billing	Balance	Payment	Billing	Balance	Adjustment	Payment	Billing	Balance	Payment.	Billing	Balance	Adjustment	Tran Type												
									Past Due																			Past Due	Description
		4							s			<b>,</b>																	
-60.90	48.72	48.72	48.72	73.08	73.08	-73.08	85.26	35.26	\$\$. \$\chi_2\chi_3\	-85.26	97.44	105.97	-105.97	113.76	113.76	-113.76	145.28	145.28	-145.28	145.28	145.28	-145.28	129.52	129.52	-129.52	176.80	176.80	17.68	Amount
-38.05	30.44	30.44	-30.44	45.66	45,66	-45.56	\$3.27	53.27	0.00	-53.27	60.88	61.88	-60.28	71.10	71.10	-71.10	90.80	90.80	-90.80	90.80	90.80	-90.80	80.95	80.95	-80.95	110.50	110.50	0.00	WTR
-22.85	18.28	18.28	-18.28	27.42	27.42	-27.42	31.99	31.99	0.00	-23.46	36.56	45.09	-45.09	42.56	42.66	-42.56	54,48	54.48	-54.48	54.48	54.48	-54,48	48.57	48.57	-48.57	66.30	66.30	0.00	SWR
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	000	27.6	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	RDC
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.53	-8.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.00	0.00	0.00	0.00	0.00	0.00	17.68	PEN
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	MISC
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	GAR
0.00	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NEWS
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Adminfee

063429-000

Reference Number:

318002807

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06/05/2018	06/05/2018	06/13/2018	07/03/2018	07/03/2018	07/31/2018	08/03/2018	08/03/2018	08/16/2018	08/29/2018	09/05/2018	09/05/2018	09/28/2018	10/01/2018	10/04/2018	10/04/2018	10/31/2018	11/05/2018	11/05/2018	11/16/2018	11/30/2018	12/05/2018	12/05/2018	12/14/2018	01/03/2019	01/03/2019	01/14/2019	02/05/2019	02/05/2019	Tran Date
Billing	Baiance	Payment	Billing	Balance	Adjustment	Billing	Balance	Payment	Adjustment	Billing	Balance	Payment	Adjustment	Billing	Balance	Adjustment	Billing	Balance	Payment	Adjustment	Billing	Balance	Payment	Billing	Balance	Payment	Billing	Balance	Tran Type
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160.16	148.06	-148.06	311.96	311.96	30.70	251.24	595 90	-200.00	38.29	190.52	622.81	-300.00	31.28	190.52	544.61	49.83	170.34	764.78	-200.00	54.98	139.98	759.74	-100.00	97.44	757.18	-757.18	60.90	60.90	Amount
96.96	89.09	-89.09	191.86	191.86	00.0	153.90	345.76	-169.30	0.00	115.94	202.40	-14.51	0.00	115.94	266.83	0.00	106.45	373.28	-34,95	0.00	87.47	425.80	-31.62	88.00	455.06	-455.06	38.05	38.05	WTR
58.20	53.97	-53.97	115.10	115.10	0.00	92.34	207.44	0.00	0,00	69.58	277.02	-115.10	0.00	69.58	23 50	0.53	63.89	295.39	-83.94	0.00	52,51	263.96	-8.40	36.56	292.12	-292.12	22.85	22.85	SWR
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 00	3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	RDC
0.00	0.00	0.00	0.00	0.00	30.70	0.00	30.70	-30.70	38.39	0.00	38.39	-38.39	31.28	0.00	31.28	49.83	0.00	81.11	81.1	54.98	0.00	34.98	-54.98	0.00	0.00	0.00	0.00	0.00	PEN
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	MISC
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	GAR
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NEWS
5.00	5.00	-5.00	5,00	5.00	0.00	5.00	10.00	0.00	0.00	5.00	15,00	-5.00	0.00	5,00	15.00	0.00	0.00	15.00	0.00	0.00	0.00	15.00	-5.00	0.00	10,00	-10,00	0.00	0.00	Adminfee

063429-000

Reference Number:

318002807

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08/28/2017	09/05/2017	09/05/2017	09/28/2017	10/04/2017	10/04/2017	10/13/2017	11/02/2017	11/02/2017	11/17/2017	12/04/2017	12/04/2017	12/20/2017	01/05/2018	01/05/2018	01/31/2018	02/05/2018	02/05/2018	02/26/2018	03/06/2018	03/06/2018	03/31/2018	04/04/2018	04/04/2018	04/30/2018	05/01/2018	05/04/2018	05/04/2018	05/11/2018	Tran Date
Payment	Billing	Balance	Payment	Billing	Balance	Adjustment	Billing	Balance	Payment	Billing	Balance	Adjustment	Billing	Balance	Adjustment	Payment	Billing	Balance	Payment	Тгап Туре									
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-223.09	210.13	210.13	-210.13	214.46	214.46	-214.46	254 06	214.06	-254.fo	254.06	254.06	-254.06	254.06	254.06	25.41	214.46	493.93	493.93	166.66	166.66	16.16	179.86	362.68	33.65	-200.00	190.52	386.85	-398.95	Amount
-139,45	131.35	131.35	-131.35	134.04	134.04	-134.04	158.79	158.79	-158.79	158.79	1.53,79	-15(.79	158.70	158.79	0.00	134.04	292.83	-292.83	101.04	101.04	0.00	109.29	210.33	0.00	-101.04	115.94	225.23	-233.10	WTR
~83,64	78.78	78.78	-78.78	80.42	80.42	-80.42	95.27	95.27	-95.27	95.27	95.27	-95.27	95.27	95.27	00.00	80.4.3	175.69	-175.69	60.62	60.62	0,00	65.57	126.19	0.00	-49.15	69.58	146,62	-150.85	SWR
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 00	3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	RDC
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,41	0.00	25,41	-25.41	0.00	0.00	16.16	0.00	16.10	33.65	-49.81	0.00	0.00	0.00	PEN
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	MISC
0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	GAR
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NEWS
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	5.00	0.00	5.00	10.00	0.00	0.00	5.00	15.00	-15.00	Adminfee

063429-000

Reference Number:

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Active  Roure-Sequence-Serial: Install Date: 7/28/2014	Description						Description
100-0060-408043 Meter Size:		85.28	85.28	-85.28	223.09	223.09	Amount
0.580		38.97	38.97	-38.97	139.45	139.45	WTR
2/28/2021 1/31/2020 11/30/2020 10/31/2020 10/31/2020 8/31/2020 6/26/2020 6/26/2020 6/26/2020 6/26/2020 6/26/2020 6/26/2020 6/26/2020 6/26/2020 1/31/2020 1/31/2020 1/31/2019 11/30/2019 8/31/2019 9/36/2019 8/31/2019 9/36/2019 8/31/2019 8/31/2019 1/31/2019 1/31/2019 1/31/2019 1/31/2019 1/31/2019 1/31/2019 1/31/2019 1/31/2019 1/31/2019 1/31/2019	Road Date	23.35	23.35	-23.35	83.64	83.64	SWR
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Exhibit C

### SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (this "Agreement") is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_ by and between the Village of Franklin Park, Illinois, a municipal corporation (hereinafter referred to as the "Village") and LUIS PEREZ AYALA, as owner(s) of the property commonly known as 2807 ELDER, Franklin Park, Illinois 60131 (hereinafter referred to as "Customer"). The Village and Customer are collectively referred to as the "Parties".

w. EREAS, 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 or Utilities Commissioner is authorized to enter into an agreement with such customer to avoid termination of service; and

WHEREAS, the Vinage 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 Castomer 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:

- Customer owes the Village \$2,023.04 in past due water sewer and garbage services, 1. including outstanding fees and penalties (the "Arrearage Payment"). Customer agrees to pay to the Village, and the Village agrees to accept from & stomer, the sum of \$50.00 payable in 32 MONTHLY installment payments to be applied to the Arrearage Payment. Customer will begin said payments on \*\*\*APRIL 2011, 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 \$423.04, as or the date of this Agreement. Failure to make any scheduled payment, including any payment that is subsequently returned for nonsufficient funds, will result in a breach of this A.preement by the Customer. No extensions will be granted by the Village to the Customer. Customer shall be solely responsible for keeping track of all payments made pursuant to this Agreement and shall contact the Village when payments hereunder are complete. Customer understands and agrees that any overpayment by Customer at the termination of this Agreement will not be reimbursed by the Village, but shall be credited to Customer's water, sewer or garbage account and applied to the amounts of bills for future services until the overpayment amount is exhausted.
- 2. If Customer makes all payments in accordance with Section 1 of this Agreement, the Customer will have paid \$1,600.00 of the Arrearage Payment to the Village over a 32 MONTH period. In exchange for the timely payment to be paid by Customer to Village



in accordance herewith, Village agrees to waive S-0- of the Arrearage Payment as well as any outstanding late fees and penaltics accrued on the Arrearage Payment during the time of repayment at the expiration of the time period specified above after being provided with notice of payment completion as required by Section 1 of this Agreement 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 provided that Customer shall agree to pay all recording fees charged by the Cook County Recorder for the filing or release of any lien against the Property or this Agreement.

- 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 and the 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.
- 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 what soever, in law or equity, which Customer, its heirs, executors, administrators, successors, and assigns may have against Village, including any and all claims related to the non-payment of water, sewer or garbage services. Customer further agrees and consents to the filing of a lien on the premises commonly known as 2807 ELDER Franklin Park, Illinois 60131, in the amount of the Arrearage Payment, plus recording cost as specified in Section 2 of this Agreement, to secure said payments and to be released by the Village at the conclusion of the Arrearage Payment, as herein provided. INITIAL:
- 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 relating to the nonpayment of water, sewer or garbage services exists or 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 coverants not to sue Village for any damages Customer 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 and all outstanding late fees and penalties accrued on the Arrearage Payment during the term of this Agreement 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 and all outstanding late fees and penalties accrued on the Arrearage

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Payment during the term of this Agreement, 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, venue 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 composition and cannot be modified to be enforceable, such provision shall immediacly become null and void, leaving the remainder of this Agreement in full force and effect.
- This Agreement may not be modified, altered or changed except upon express written 9. consent by both Parties
- e entire agreen.

  agreements or unden

  le surject matter hereof.

  (Intentionally Left Blank) This Agreement sets forth the entire agreement between the Parties hereto and fully 10. supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the sunject matter hereof.



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.

***MARCH BILL IS DUE BY MARCH 29 <sup>TH</sup> 2 PAYMENT PLAN TERMS WILL BEGIN IN A	
$\frac{3}{2\sigma}$	Utilities Commissioner
Dated	Luis Perez AVALA July
Coop	SUBSCRIBED AND SWORN to before me
	this, day of,
	Notary Public
	C
Dated	Customer
	SUBSCRIBED AND SWOLN to before me this day of
	Notary Public