

# UNOFFICIAL COPY

OFFICIAL BUSINESS VILLAGE OF PALATINE, CLERK'S OFFICE  
By Diane Greenlees  
Diane Greenlees, Deputy Clerk

90237744

UNPAID WATER OR SEWER BILL  
VILLAGE OF PALATINE ORDINANCE NO. 0-136-89

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF COOK )

90237744

IN THE OFFICE OF THE RECORDER OF DEEDS  
(IN THE OFFICE OF THE REGISTRAR OF TORRENS TITLES)  
COOK COUNTY, ILLINOIS

VILLAGE OF PALATINE, )  
an Illinois municipal )  
corporation, )  
Lien-Creditor Supplier, )  
vs. )  
Phillip Moyse )  
Lienee-User. )

STATUTORY LIEN  
(Improvement Loan)

. DEPT-09 MISC 43.00  
. 19999 TRAN 5783 05/22/90 13:54:00  
. 43798 \* - 90 - 237744  
. COOK COUNTY RECORDER

### NOTICE OF LIEN

The Lien Creditor-Supplier, VILLAGE OF PALATINE, an Illinois municipal corporation, pursuant to the provisions of the attached Note Security Agreement (Exhibit 1) hereby files notice of a lien in its favor in the amount of Three Thousand Four Hundred and no/100----- DOLLARS (\$3,400) against the following described real estate.

Lot Thirteen (13), Lot Fourteen (14) in Block Three (3) in Arthur T. McIntosh and Company's Palatine Manor in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 14, Township 42 North, Range 10 East of the Third Principal Meridian. PIN: 02-14-405-007 & 02-14-405-008.

commonly known as 115 N. Forest Avenue (STREET AND NUMBER) Palatine (CITY), Illinois.

December 15, 1989 to January 15, 2000, the VILLAGE OF PALATINE provided the aforescribed premises with a loan in the amount of \$3,400 for sewer system rehabilitation pursuant to Ordinance No. 0-136-89 and a Note Security Agreement dated October 31, 1989 (Exhibit 1).

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That such sum remain unpaid, pursuant to Paragraph 4 of said Note Security Agreement.

VILLAGE OF PALATINE  
an Illinois Municipal Corporation

By: Margaret R. Duer  
Village Clerk

STATE OF ILLINOIS  
COUNTY OF COOK

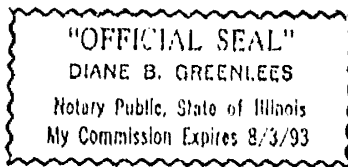
MARGARET R. DUER, being first duly sworn on oath, deposes and states that she is the duly elected (or appointed), qualified and acting Village Clerk of the Village of Palatine; that she is named in the above and foregoing Notice of Lien; and that she has read said Notice and knows the contents thereof to be true in substance and in fact.

Margaret R. Duer

Subscribed and Sworn to before  
me this 16 day of May,  
1990.

Diane B. Greenlee

Notary Public



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## RESIDENTIAL SEWER LOAN PROGRAM NOTE SECURITY AGREEMENT

\$ 3,400.00                      October 31, 1989 , ~~1990~~

1. In consideration for a residential sewer loan from the Village of Palatine, the undersigned "Borrower" promises to pay to the order of the Village of Palatine the principal sum of Three Thousand Four Hundred and 00/100----- Dollars and interest from December 1, 1989 on the balance of principal remaining from time to time unpaid at the rate of 2-1/2 per cent per annum, such principal sum and interest to be payable in full upon the earlier of the sale or other transfer of the Collateral hereinafter described or in installments as follows: (\$32.05) Thirty-Two and 05/100-----Dollars on the 15th day of February, 1990 ; and Thirty-Two and 05/100----- Dollars on the 15th day of each month thereafter for one hundred eighteen months and a final payment of principal and interest of (\$31.56) Thirty-One and 56/100----- Dollars on the 15th day of January, 2000 .  
This note may, at Borrower's option, be paid annually at the same rate of interest, according to a payment schedule agreed to in writing by the parties hereto. Borrower may change from the monthly payment plan to a annual or quarterly plan with prior written approval by the Village of Palatine, and may prepay the entire balance due at any time without penalty.

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All payments on account of the indebtedness represented by this Note shall be applied first to accrued and unpaid interest and the remainder to principal. Any installments of principal not paid when due shall bear interest after maturity at the rate of ten per cent per annum. Payments of both principal and interest shall be made at 200 E. Wood Street, Palatine, Illinois 60067 or such other place as the Village of Palatine may from time to time in writing appoint.

2. Borrower hereby agrees to apply the proceeds of this sewer relief loan from the Village of Palatine exclusively toward those sewer relief improvements approved by the Village of Palatine and in accordance with Borrower's contract for such improvements, such contract being attached hereto as an exhibit. However, the Village of Palatine is not a party to such contract and by this Note conveys no right or interest in the proceeds of the loan or any other benefits under this Note to the contractor. The proceeds of this Note are a loan and are not public funds.

3. It is hereby expressly understood and agreed that if default be made in the payment of any of the said installments of principal or of interest, the principal sum above mentioned, or any balance that may appear to be unpaid thereon, together with all unpaid interest thereon, shall, at the option of the Village of Palatine, become immediately due and payable, without notice, and shall be collectable immediately or at any time after such default, anything

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hereinbefore contained to the contrary notwithstanding. In the event of default, the Village of Palatine shall be entitled to reasonable costs of collection, including reasonable attorney's fees.

4. In addition to the above written remedies, the Borrower hereby grants a security interest in, consents to a lien on, and transfers, pledges and delivers to the Village of Palatine the following described real property together with all permanent, fixed improvements thereon ("the Collateral"): Lot Thirteen (13), Lot Fourteen (14) in block Three (3) in Arthur I. McIntosh and Company's Palatine Manor in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 14, Township 42 North, Range 10 East of the Third Principal meridian.

PIN: 02-14-405-007 & 02-14-405-008

and commonly known as 175 N. Forest Avenue, to secure the payment of this Note and to secure all future advances to or for the account of the Borrower, including advances for taxes, levies, insurance, repairs to or maintenance of the Collateral, made by the Village of Palatine at its option, and all other present or future liabilities of the Borrower to the Village of Palatine, whether direct or contingent, due or to become due, or now or hereafter contracted or existing. The Borrower hereby gives the Village of Palatine authority to sell, assign, lease, or otherwise dispose of the Collateral, or any part thereof, in the event of default in the payment of any of the obligations hereunder, at public or private sale, provided the Village of Palatine shall give Debtor at least five (5) days' prior written notice of the time and place of any public sale thereof or

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of the time after which any private sale or any other intended disposition thereof is to be made.

5. The undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for such amount as may appear to be unpaid thereon, together with reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment hereby ratify and confirming all that said attorney may do by virtue hereof.

6. If this Note is signed by more than one person, the obligations and authorizations hereunder shall be joint and several.

7. All parties hereto severally waive presentment for payment, notice of dishonor and protest.

P. C. Mayes  
L. S. Mayes

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BOX 313