(POLITA BUSINESS VILIAGE OF Diane Greenlees, Deputy Clerk

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

|  | primary to the control of the contro |
|--|--|
| STATE OF ILLINOIS )  |  |
| COUNTY OF COOK )   | 99237748   |
| IN THE OFFICE OF THE (IN THE OFFICE OF THE REGIS   | TRAR OF TORRENS TITLES)  |
| VILLAGE OF PALATINE,<br>an Illinois municipal<br>corporation,  | )<br>)<br>)  |
| Lien-Creditor Supplier,  | ) STATUTORY LIEN   |
| vs.  | ) (Improvement Loan)   |
| John Klingler<br>Lienee-User.  | ) DEPT-09 MISC \$3.0<br>) T‡9999 TRAN 5783 05/22/90 13:55:00<br>) ‡3802 ‡ ★-9ロー237748<br>, CODK COUNTY RECORDER  |
| FOTICE OF  |  |
| The Lien Creditor-Supplier, VILLAG   | SE OF PALATINE, an Illinois  |
| municipal corporation, pursuant to the   | provisions the attached Note   |
| Security Agreement (Exhibit 1) hereby f  | iles notice of a lien in its favor   |
| in the amount of Five Thousand and no/   | 100 DOLLARS (\$5,000) against the  |
| following described real estate:   |  |
| Lot 20 in Block 5 in Arthur T. McIntosh & Company's Northwest Highway Addision Southwest 1/4 of the Southeast 1/4 of Section 14, Township 42 North Range 10, vol. 148, PIN #02 14 409 0000 29007 |  |
| commonly known as 49 N. Linden Aven  | ue (STREET AND NUMBER)   |
| <u>Palatine</u> , (CITY), Illino   | is.  |
| May 15, , 1990 to April 15, 2000, the  | VILLAGE OF PALATINE provided the   |
| aforedescribed premises with a loan in   | the amount of \$5,000 for sewer  |

Security Agreement dated March 6, 1990 (Exhibit 1).

system rehabilitation pursuant to Ordinance No. 0-136-89 and a Note

302277745

\$3.00

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| That such sum remain unpaid, and pursuant to Section <u>4</u> of  |
|---|
| said Note Security Agreement.   |
| VILLAGE OF PALATINE an Illinois Municipal Corporation  By: Marcart RDZI  Village Clerk  |
| STATE OF ILLINOIS<br>COUNTY OF C O O K  |
| 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. |
| Subscribed and Sworn to before me this 16 day of MAY 1990.  Notary Public   |
| Notary Public  "OFFICIAL SEAL"  DIANE B. GREENLEES  Notary Public, State of Hillinois  My Commission Expires 8/3/93   |
|   |

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## 3022774

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#### RESIDENTIAL SEWER LOAN PROGRAM NOTE SECURITY AGREEMENT

| \$ 5,000 March 6, 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 cr Five Thousand and 00/100                                |
| Dollars and interest from March 6, 1990 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: (\$47.13) Forty Seven |
| and 13/100 Dollars on the 15th day of May                      |
| 1990 ; and (\$47.13) Forth Seven and 3/100 Dollars on the      |
| 15th day of each month thereafter for one                      |
| hundred eighteen months and a final payment of principal       |
| and interest of (\$47.09) Forty Seven and 09/100-              |
| Dollars on the 15th day of April 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 sever 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

# #44.050A

#### **UNOFFICIAL COPY**

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 Palacine the following described real property together
with all permanent, fixed improvements thereon ("the Collateral"):
Lot 2% In Block 5 in Arthur T. McIntosh and Company's Northwest
Highway Addition to Palatine, being a Subdivision in the Southwest 1/4 of
the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 42 North
Range 10, East of the Third Principal meridian, in Cook county, Illinois.

47 N Linden Avenue . to secure the and commonly known as 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 cr 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.

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