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

STATE OF ILLINOIS)	91159897
COUNTY OF COOK)	
IN THE OFFICE OF THE (IN THE OFFICE OF THE REGIS	STRAR OF TORRENS TITLES)
VILLAGE OF PALATINE, an Illinois municipal corporation,) } }
Lien-Creditor Supplier,	STATUTORY LIEN
vs.) (Improvement Loan)
Michael A. Loffredo and James Migliorisi)
Lienee-User.)
ODETION COUNTY RECORDER 12.500 COUNTY RECORDER 12.500	FLIEN
The Lien Creditor-Supplier, VILLA	CE 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 Four Thousand Three	Hundred Firty and no/100 DOLLARS
(\$4,350) against the following describ	ed real estate:
Lot 70 in Pleasant Hill Estate's Unit No. 1, being a subdivision of the sou of the northwest quarter of the southeast quarter of Section 22, Township 42 County, Illinois. PIN \$02-22-412-003-0000.	
commonly known as 349 Cheryl Lane	(STREET AND NUMBER)
Palatine. (CITY), Illin	ois.
February 15, 1991 to January 15, 2001	, the VILLAGE OF PALATINE provided
the aforedescribed premises with a loa	n in the amount of \$4,350 for sewer
system rehabilitation pursuant to Ordi	nance No. 0-136-89 and an agreement
dated January 7, 1991, (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: Maranzi (1878)
Villade Clerk

STATE OF ILLINOIS COUNTY OF C C O K

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 Der.

Junit Clarks Office

Subscribed and Sworn to before me this <u>fra</u> day of <u>charge</u> 1991.

Notary Public

"OFFICIAL SEAL"
DIANE B. GREENLES
Notary Public, State of Hilling by
My Commission Expires 8/3/93

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RESIDENTIAL SEWER LOAN PROGRAM NOTE SECURITY AGREEMENT

\$ 4,350.00 January 7, 1991
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 Four thousand Three hundred Fifty and no/100
Dollars and interest from February 1, 1991 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: (\$41.01) Forty One and
01/100Dollars on the 15th day of February
1991; and (\$41.01) Forty One & 01//00
15th day of each month thereafter for one
hundred eighteen months and a final payment of principal
and interest of (39.98) Thirty Nine and 98/100
Dollars on the 15th day of January 0, 20 01.
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.

In addition to the above written remedies, the

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Borrower hereby grants a security interest in, consents to a lier 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 70 in Pleasant Hill Estate's Unit No. 1, being a subdivision of the south 350 feet of the northeast quarter of the southeast quarter and part of the northwest quarter of the southeast quarter of Section 22, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois. P/M #02-22-412-003-0000 349 Cheryl Lane and commonly known as , 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 Paistine 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.

- 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 rees, 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 vaive presentment for payment, notice of dishonor and protest.

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