1999-05-10 11:28:49

Cook County Recorder

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STATE OF ILLINOIS }

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COUNTY OF COOK}



CLAIM FOR LIEN

The undersigned, K!MBALL HILL, INC. ("Seller") an Illinois Corporation, of the Village of Rolling Meadows, County of Cook, State of Illinois, ("Claimant") claims a lien against the real property described herein and in support of such lien, states.

1. The real property commonly known as **5623 LAVENDER CT ROLLING MEADOWS**, **IL 60008** and legally described as: ("Real Property")

UNIT 3-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENT IN ELIZABETH PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 97041922, AS AMENDED FROM TIME TO TIME, IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER 08-08-402-039-1007.

Now is owned by **JACQUELINE MITCHELL**

2. On or about 2/21/97, in connection with the purchase of the Real Property, JACQUELINE MITCHELL, ("Buyer") executed a Real Estate Tax Proration Agreement and Authorization ("Agreement"), a copy of which is attached hereto, and thereby agreed to pay Claimant a prorata share of the 1997 real estate taxes, tax numbers 08-08-402-021 & 08-08-402-029, for the Real Property and authorized the claimant, in the event of non-payment of such real estate taxes, to file a lien against the Real Property for the amount of said

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unpaid real estate taxes plus interest and fees related to the collection of said amount.

- 3. The Claimant has demanded that Buyer pay the amount of \$890.89 as their prorata share of the 1997 real estate taxes pursuant to the attached Agreement but Buyer has failed and refused to do so.
- 4. Pursuant to the attached Agreement, the amount of \$890.89 is owed to the claimant for unpaid real estate taxes on the Real Property.
- 5. In addition, interest on the unpaid taxes in the amount of 1.5% per month from the date of 11/6/98, and fees also are owed claimant pursuant to the Agreement.
- 6. The Claimant now claims a lien upon the Real Property and improvements thereon in the total of \$890.89 plus 1.5% per month from November 6, 1998 for interest, reasonable attorney's fees and costs related to collecting the amount due.

CLAIMANT:

KIMBALL HILL, INC. (Seller)

Title: Chief Financial Officer

Gene Rowehl being duly sworn, on oath deposes and states that he is Chief Financial Officer of Kimball Hill, Inc., Claimant herein, that he has read the forgoing claim, he knows the contents thereof and that the same is true in substance and fact.

Subscribed and sworn to before me this 30#day of a

30#day of april

19 90

Notary Public

OFFICIAL SEAL
JACQUELINE D BUTLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/15/02

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REAL ESTATE TAX PRORATION AGREEMENT AND AUTHORIZATION

DATE:	February 21, 1997	PIN #
SUBDIV	ISION/Bldg. 2, Unit 3, Elizabeth Place	
PROPER'	TY ADDRESS: 5623 LAVENDER COL	URT, ROLLING MEADOWS, IL 60008

PRORATION AGREEMENT

- 1. Seller agrees to pay the real estate taxes for the years prior to the year of Closing for the property.
- 2. Purchaser and Seller agree to prorate the real estate taxes for the year in which the closing occurs for the Property when the tax bit is issued as follows:
- (a) <u>Undivided Bill</u>: If the real estate tax bill is issued for an undivided tax parcel, rather than a tax bill attributable solely to are received for prechaser's residence, then Seller agrees to pay the real estate tax bill when due. Purchaser agrees to reimburse Seller for Purchaser's prorata share of the tax bill calculated from the day of closing to the end of the tax year and agrees to be responsible for the portion of the real estate taxes which may accrue by reason of the new improvements attributable to the Purchaser's newly constructed residence as calculated by Seller. Seller agrees to submit to Purchaser a tax proration statement setting forth Purchaser's portion and Purchaser agrees to pay the proration amount to Seller within 14 (ay); after receipt of the Seller's proration statement to the address indicated in Subparagraph (b) below.
- (b) <u>Divided Bill</u>: If the real estate has bill is solely attributable to Purchaser's unit, then Purchaser agrees to pay the tax bill when due. Seller agrees to reimburse Purchaser for Seller's prorata share of the tax bill. Seller's share of the proration shall be calculated from the first day of the year to the date of closing and shall include improvements to the property attributable to that period, if any, based on the Seller's calculations. Purchaser shall send a copy of the tax bill and proof of payment to Seller at the following address a a condition for reimbursement:

KIMBALL HILL, INC. P.O. BOX 8273 ROLLING MEADOWS, IL 65008

Reimbursements require four to six weeks for processing.

AUTHORIZATION

Purchaser hereby authorizes and directs Purchaser's lender to remit Purchaser's tax p. o ation directly to Seller from the lender's escrow account upon receipt of the tax proration statement from Seller. In the event Purchaser does not make said tax payment promptly, Seller shall have the right to file a lien against Purchaser's residence in the amount of said taxes set forth on Seller's proration statement, plus interest, reasonable attorney fees and constructed to the collection of the amount due.

SELLER:	PURCHASER:	
Kimball Hill, Inc., an Illinois Corporation	By acquelen	R. Mutchell
By: Michello Chiprotta	Ву:/	
Agent for Kimball Hill Inc.	•	