



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

OCT. 12, 2017

10:22 AM

OTHER

\$31.00 06-05-321-006

005 PAGES R2017-105183

AGREEMENT TO CREATE LIEN

PINS: 06-05-321-006, 007, 008, 009 AND ~~010~~ 06-08-106-010

ADDRESS: 244 E. ST. CHARLES ROAD
LOMBARD, IL 60148

Prepared by and Return to:
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

AGREEMENT TO CREATE LIEN

I, Scott Niehaus, Village Manager for the Village of Lombard, DuPage County, Illinois (the "Village"), hereby certify that, pursuant to the agreement between the Village and West Suburban Bank, as Trustee Under Trust Agreement Dated December 23, 1975, and Known As Trust 891, (the "Property Owner"), as set forth in Village Ordinance No. 7412, approved on August 17, 2017, and recorded on October 12, 2017, as document number R2017-105182, with the DuPage County Recorder of Deeds (the "Ordinance"), the Village has vacated the following street right-of-way:

LEGAL DESCRIPTION:

THAT PART OF THE 33.00 FOOT WIDE STEWART AVENUE RIGHT OF WAY AS HERETOFORE DEDICATED PER H. O. STONE & COMPANY'S ADDITION TO LOMBARD (DOCUMENT NO. 79463) IN SECTIONS 5 AND 8, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF AND ABUTTING THE NORTHERLY LINE OF THE ST. CHARLES ROAD RIGHT OF WAY (AS DEDICATED PER DOCUMENT NO. 179463), LYING EAST OF AND ABUTTING THE EAST LINE OF LOT 1 IN ARNDT HOSPITAL CONSOLIDATION PLAT (PER DOCUMENT NO. R86-52310), LYING EAST OF AND ABUTTING THE EAST LINES OF LOTS 1, 2, 3 & 4, BLOCK 14 IN SAID H. O. STONE & COMPANY'S ADDITION TO LOMBARD, AND LYING SOUTH OF AND ABUTTING THE WINDSOR AVENUE RIGHT OF WAY AS HERETOFORE DEDICATED PER SAID H. O. STONE & COMPANY'S ADDITION TO LOMBARD, ALL IN DUPAGE COUNTY, ILLINOIS;

CONTAINING: 13,806.65 SQ. FT., 0.32 AC;

(the "Vacated Street"); with said Vacated Street being located East of and adjacent to PINs 06-05-321-006, -007, -008 and -009, and 06-08-106-010, and commonly known as that portion of Stewart Avenue between St. Charles Road and Windsor Avenue, Lombard, Illinois.

Pursuant to the agreement between the Village and the Property Owner, as set forth in the Ordinance, and in lieu of paying a lump sum for the Vacated Street, the Property

Owner has agreed to pay the Village the final Twenty Thousand and No/100 Dollars (\$20,000.00), of the amount to be paid the Village for said Vacated Street, pursuant to the Ordinance, as follows:

- A. Ten Thousand and No/100 Dollars (\$10,000.00) on or before August 17, 2018; and
- B. Ten Thousand and No/100 Dollars (\$10,000.00) on or before August 17, 2019;

with a lien in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) being recorded against the Vacated Street.

That, by reason of the foregoing, and pursuant to the provisions of the agreement between the Village and the Property Owner, as set forth in the Ordinance, a lien in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00), on behalf of the Village, is hereby declared against the Vacated Street (the "Lien").

Said Lien shall be released only upon the full satisfaction of the amount owed, including interest that may accrue thereon pursuant to the provisions of the Ordinance. Should said Property Owner sell, or assign beneficial ownership of, said Vacated Street prior to full satisfaction of the amount due, the balance of the unpaid Lien, along with any interest that may accrue thereon pursuant to the provision of the Ordinance, shall be immediately due and payable. Said Lien shall be assignable to a subsequent owner of said Vacated Street only with the express written consent of the Village.

The Property Owner shall be entitled to prepay any amount due without penalty.

If the Property Owner defaults in the payment of any of the installments aforesaid, and if any portion thereof shall remain due and unpaid for a period of thirty (30) days thereafter, the Twenty Thousand and No/100 Dollars (\$20,000.00) Lien amount, or any unpaid balance thereof, together with all interest thereon as provided for in the Ordinance, shall, at the option of the Village, become immediately due and payable, without notice, and shall be collected immediately or at any time after such default, anything hereinbefore contained to the contrary notwithstanding. The Village and the Property Owner hereto severally waive presentment for payment, notice of dishonor and protest. In addition, upon any such default by the Property Owner, the Village shall have the right to foreclose said Lien, in the same manner as the foreclosure of a mortgage against the Vacated Street.

Dated this 2th day of September, 2017.

VILLAGE OF LOMBARD



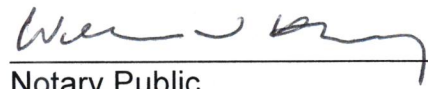
Scott Niehaus, Village Manager

CERTIFICATION

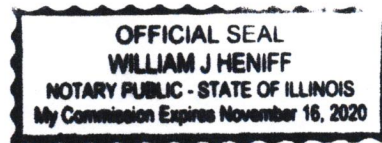
STATE OF ILLINOIS)
)SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Scott Niehaus, personally known to me to be the Village Manager of the Village of Lombard, Illinois (the "Village"), and also known to me to be the same person whose name is subscribed to the foregoing instrument as such Village Manager, appeared before me this day in person and acknowledged that, as such Village Manager, he signed and delivered the signed instrument, pursuant to authority given by said Village, as his free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 12th day of September, 2017.



Notary Public



Approved and consented to by WEST SUBURBAN BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 23, 1975, AND KNOWN AS TRUST 891, the legal owner of record of the Vacated Street, this 11~~th~~ day of September, 2017.

WEST SUBURBAN BANK
By: NOT PERSONALLY BUT AS
Name: TRUSTEE UJT NO. 891
BY Christina Poulos
Title: TRUST OFFICER

ATTEST:

WEST SUBURBAN BANK
NOT PERSONALLY BUT AS
Name: TRUSTEE UJT NO. 891
BY Angela Young
Title: TRUST OFFICER

THIS INSTRUMENT is executed by West Suburban Bank ("WSB") not personally or individually, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the statements, warranties, and representations set forth herein are made solely on information and belief without any independent inquiry or investigation by WSB and should be construed accordingly. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against WSB shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against WSB by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such personal liability of WSB being expressly waived.

CERTIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Christina Poulos and Angela Young, personally known to me to be Trust Officers at West Suburban Bank (the "Bank"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officers, appeared before me this day in person and severally acknowledged that, as such Trust Officers, they signed and delivered the signed instrument, pursuant to authority given by said Bank, as their free and voluntary act, and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 11~~th~~ day of September, 2017.

James R. Baetzel
Notary Public



Pursuant to the Ordinance, LOMBARD VETERINARY HOSPITAL, LLC, an Illinois limited liability company, has guaranteed the Twenty Thousand and No/100 Dollars (\$20,000.00) payment referenced herein, and hereby acknowledges said payment guarantee this 11th day of September, 2017.

By: Georgianne Ludwig
Georgianne Ludwig
Manager

CERTIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Georgianne Ludwig, personally known to me to be the Manager of Lombard Veterinary Hospital, LLC (the "Company"), and also known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that, as such Manager, she signed and delivered the signed instrument, pursuant to authority given by said Company, as her free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 11th day of September, 2017.



Christine Pawlak
Notary Public