

RESOLUTION NO. 29-17

**A RESOLUTION APPROVING THE RELEASE OF LIEN FOR THE PROPERTY  
LOCATED AT 6125 LICK ROAD, CHATHAM, ILLINOIS**

**WHEREAS**, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

**WHEREAS**, the Village provides utilities, including electricity, to its residents; and,

**WHEREAS**, Joyce Owens is the owner of the property commonly known as 6125 Lick Road, Chatham, Illinois and further described as PIN: 28-04.0-400-005 (“Premises”).

**WHEREAS**, on August 1, 2012, Joyce Owens entered into a Settlement Agreement with the Village regarding paying her electric balance (**Exhibit A**); and,

**WHEREAS**, pursuant to the Settlement Agreement, on August 16, 2012, the Village executed and recorded a Mortgage numbered 2012R31177 (**Exhibit B**); and,

**WHEREAS**, the balance has been paid in full and the Village wishes to release the its mortgage on the Premises by executing the Release of Lien attached hereto as **Exhibit C**.

**NOW THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

**Section 1.** Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

**Section 2.** Appointment. The Village Board of Trustees hereby authorizes the Village to enter the Release of Mortgage attached hereto as **Exhibit C**. The Village President and Clerk are hereby authorized to execute the Release on behalf of the Village.

**Section 3.** Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 29 day of June, 2017, at Chatham, Sangamon County,

Illinois.

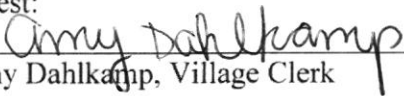
	YES	NO	ABSENT	PRESENT
TERRY FOUNTAIN	X			X
BRETT GERGER	X			X
NINA LINDHORST	X			X
RYAN MANN	X			X
MATT MAU	X			X
PAUL SCHERSCHEL	X			X
DAVE KIMSEY				X
TOTAL	6	0	0	7

**APPROVED** by the President of the Village of Chatham, Illinois this 27 day of

June, 2017.

  
Dave Kimsey, Village President

Attest:

  
Amy Dahlkamp, Village Clerk

## SETTLEMENT AGREEMENT

This Settlement Agreement is by and between the Village of Chatham, Illinois, an Illinois municipal corporation, and Joyce Owens, and is dated this 1<sup>st</sup> day of ~~April~~ <sup>Aug.</sup>, 2012. The parties agree as follows:

1. Joyce Owens will henceforth pay five hundred dollars (\$500.00) per month for electric service. In addition, Joyce Owens will give the Village of Chatham a mortgage on her house on 6125 Lick Road, Chatham, Illinois, to secure all past and future debts to the Village of Chatham electric system, including but not limited to a judgment rendered in the case, *Village of Chatham v. Owens*, No. 2008 LM 1659, in the original amount of \$11,217.13 plus costs and interest.
2. In consideration of the foregoing, the Village of Chatham will take no further action to record or enforce the existing Memorandum of Judgment against Ms. Owens.
3. Should Joyce Owens fail to pay any future electric bill within five (5) days after such bill is due, the Village shall have any and all remedies provided under Village ordinances for unpaid utility bills and under the Illinois Mortgage Foreclosure law.
4. The \$500 per month is in the nature of a level payment plan. The parties will revisit the \$500 figure from time to time to ensure that Mrs. Owens is not becoming further behind on her debt to the Village
5. This is the entire agreement between the parties with regard to this subject matter and all previous verbal or other agreements are void.

VILLAGE OF CHATHAM, ILLINOIS, an Illinois  
municipal corporation,

By: \_\_\_\_\_

Its Mayor

  
EXHIBIT A

By: Joyce Owens  
Joyce Owens



\* 2 0 1 2 R 3 1 1 7 7 \*

2012R31177

08/16/2012 08:28AM

REC FEE: 29.00

TOTAL: \$29.00

PAGES: 2

ANDREA

JOSHUA A. LANGFELDER  
SANGAMON COUNTY RECORDER

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*This Space For Recorder Of Deeds*

**MORTGAGE**

Joyce Owens ("Mortgagor") does hereby mortgage and warrant to the Village of Chatham, an Illinois Municipal Corporation, Mortgagee, to secure payment of past-due and future utility charges and to secure her performance under a settlement agreement of even date herewith, the following property situated in Chatham, Sangamon County, Illinois:

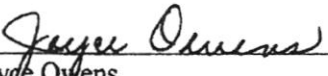
All that part of the Southeast Quarter of the Southeast Quarter of Section 4, Township 14 North, Range 6 West of the Third Principal Meridian bounded and described as follows, to-wit: Commencing at a point in the North line of the Southeast Quarter of the Southeast Quarter of said Section 4, distant 43.8 feet Southeasterly at right angles from the center line of the main track of the Chicago and Northwestern Railway Company, as said main track is now located and established over and across Section 4 and 9, Township and Range aforesaid; thence Southwesterly parallel with said railway center line, 120 feet, more or less, to the West line of the East Half of the Southeast Quarter of the Southeast Quarter of said Section 4, which point is also the point of beginning of the land hereby to be conveyed; thence South along the West line of the East Half of the Southeast Quarter of the Southeast Quarter of said Section 4, a distance of 950 feet, more or less, to a point distant 193.5 feet Southeasterly at right angles from said railway center line; thence Southwesterly, parallel with said railway center line to the South line of said Southeast Quarter of the Southeast Quarter of said Section 4; thence West on said South line of said Southeast Quarter of the Southeast Quarter of said Section 4 to a point distant 53.5 feet Southeasterly, at right angles, from said railway center line; thence Northeasterly parallel with said railway center line to a point distant 300 feet Northeasterly from the North line of the present highway located on the South line of the said Southeast Quarter of the Southeast Quarter of said Section 4; thence Northeasterly in a straight line a distance of 100 feet to a point distant 43.5 feet Southeasterly at right angles from said railway center line; thence Northeasterly parallel with said railway center line to the point of beginning, situated in Sangamon County, in the State of Illinois.

**EXHIBIT B**

Parcel ID Number: 28-04.0-400-005

Common Address: 6125 Lick Road, Chatham, Illinois

In the event of any default on the part of Mortgagor under the Note secured by this Mortgage, Mortgagor agrees to pay, in addition to any other sums that may become due, costs of suit and attorneys' fees incurred by Mortgagee foreclosing this Mortgage, and such amounts shall also be secured by this Mortgage. This Mortgage may not be changed orally, but only by an agreement in writing signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. This Mortgage shall be governed and construed in accordance with the laws of the State of Illinois.

  
\_\_\_\_\_  
Joyce Owens

STATE OF ILLINOIS )  
COUNTY OF SANGAMON ) ) SS.



The undersigned, a Notary Public in and for said County and State, does hereby certify that Joyce Owens, being personally known to me to be the same person whose name is subscribed on the foregoing instrument, appeared before me this 1 day of April, 2012 in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the purposes set forth therein.

  
\_\_\_\_\_  
Notary Public

Prepared by/Return to:

John M. Myers  
**RABIN & MYERS, P.C.**  
1300 South Eighth Street  
Springfield, IL 62703  
217.544.5003  
fax: 217.544.5017

**PREPARED BY and**  
**RETURN TO:**

Gregory E. Moredock  
Sorling Northrup  
1 North Old State Capitol  
Plaza, Suite 200  
P. O. Box 5131  
Springfield, IL 62705  
Telephone: 217-544-1144

**RELEASE OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS THAT** the undersigned does hereby certify that a certain Mortgage between **Joyce Owens**, Mortgagor, and **the Village of Chatham, Illinois**, Mortgagee, recorded in the office of the Sangamon County, Illinois, Recorder of Deeds as Document No. 2012R31177 on the 16<sup>th</sup> day of August, 2012, and all modifications, amendments, and any other changes to said Mortgage are hereby released and the undersigned does hereby REMISE, RELEASE, CONVEY, AND QUIT CLAIM unto said Mortgagor all right, title interest, claim, or demand whatsoever it may have acquired in, through, or by said Mortgage or any other mortgage recorded before this date, to the following-described real estate described:

6125 Lick Road, Chatham, Illinois

Parcel ID Number: 28-04.0-400-005

All that part of the Southeast Quarter of the Southeast Quarter of Section 4, Township 14 North, Range 6 West of the Third Principal Meridian bounded and described as follows, to-wit: Commencing at a point in the North line of the Southeast Quarter of the Southeast Quarter of said Section 4, distant 43.5 feet Southeasterly at right angles from the center line of the main track of the Chicago and Northwestern Railway Company, as said main track is now located and established over and across Section 4 and 9, Township and Range aforesaid; thence Southwesterly parallel with said railway center line, 120 feet, more or less, to the West line of the East Half of the Southeast Quarter of the Southeast Quarter of said Section 4, which point is also the point of beginning of the land hereby to be conveyed; thence South along the West line of the East Half of the Southeast Quarter of the Southeast Quarter of said Section 4, a distance of 950 feet, more or less, to a point distant 193.5 feet Southeasterly at right angles from said railway center line; thence Southwesterly, parallel with said railway center line to the South line of said Southeast Quarter of the Southeast Quarter of said Section 4; thence West on said South line of said Southeast Quarter of the Southeast Quarter of said Section 4 to a point distant 53.5 feet Southeasterly, at right angles, from said railway center line; thence Northeasterly parallel with said railway center line to a point distant

**EXHIBIT C**

300 feet Northeasterly from the North line of the present highway located on the South line of the said Southeast Quarter of the Southeast Quarter of said Section 4; thence Northeasterly in a straight line a distance of 100 feet to a point distant 43.5 feet Southeasterly at right angles from said railway center line; thence Northeasterly parallel with said railway center line to the point of beginning, situated in Sangamon County, in the State of Illinois.

Situated in the County of Sangamon and State of Illinois.

Dated this 27 day of June, 2017.

**VILLAGE OF CHATHAM, ILLINOIS**

By: [Signature]  
Name: Dave Kimsey  
Title: President

Attest: [Signature]  
Name: Amy Dahlkamp  
Title: Clerk

STATE OF ILLINOIS                    )  
  )     SS.  
COUNTY OF SANGAMON            )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, of the **Village of Chatham, Illinois**, personally known to me to be the President of said Village, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he signed, sealed, and delivered the foregoing instrument as his 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 official seal, this \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

**EXHIBIT C**



STATE OF ILLINOIS                    )  
  )       SS.  
COUNTY OF SANGAMON            )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, of **Village of Chatham, Illinois**, personally known to me to be the Clerk of said Village, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Village Clerk, she signed, sealed, and delivered the foregoing instrument 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 official seal, this \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_

**EXHIBIT C**