



# **COUNTY OF KENDALL, ILLINOIS**

## **COMMITTEE OF THE WHOLE**

**KENDALL COUNTY OFFICE BUILDING**  
**2<sup>nd</sup> Floor Board Room; 111 W. Fox Street; Yorkville**

**Thursday, September 15, 2022 at 4:00PM**  
**MEETING AGENDA**

- 1. Call to Order and Pledge of Allegiance**
- 2. Roll Call to Establish a Quorum:** Scott Gryder (Chair), Matt Kellogg (Vice Chair), Amy Cesich, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Judy Gilmour, Dan Koukol, Ruben Rodriguez, Robyn Vickers
- 3. Approval of Agenda**
- 4. Approval of August 11, 2022 Meeting Minutes**
- 5. New Business**
  - *Special Presentation of Mental Health Training Collaboration between KC Health Department Mental Health and the Sheriff's Office – Lisa Holch, KC Mental Health Department Director, and Commander Jeanne Russo, KC Sheriff's Office*
  - *Special Presentation Cordogan Clark - Kendall County Needs Assessment*
  - *Special Presentation Lit Communities Kendall - County Broadband Business Plan*
  - *Discussion of CMAP Membership Fee Increase*
  - *Discussion and Approval of 1539 Collins Road Property Inspection*
- 6. Old Business**
- 7. Department Head and Elected Official Reports**
- 8. Public Comment**
- 9. Questions from the Media**
- 10. Chairman's Report**
- 11. Review Board Action Items**
- 12. Executive Session**

*If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630- 553-4171, a minimum of 24-hours prior to the meeting time*

### 13. **Adjournment**

*If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630- 553-4171, a minimum of 24-hours prior to the meeting time*

**COUNTY OF KENDALL, ILLINOIS**  
**COMMITTEE OF THE WHOLE**  
**Thursday, August 11, 2022 at 4:00 PM**  
**Meeting Minutes**

**Call to Order and Pledge of Allegiance** – Vice Chairman Kellogg called the meeting to order at 4:00 p.m.

**Roll Call**

Board Member	Status	Arrived	Left Meeting
Amy Cesich	Present		
Brian DeBolt	Yes		
Elizabeth Flowers	Present	4:17 pm	
Scott Gengler	Present		
Judy Gilmour	Absent		
Scott Gryder	Here	4:10 pm	
Matt Kellogg	Present		
Dan Koukol	Here		
Ruben Rodriguez	Here		
Robyn Vickers	Here		6:02 pm

**Staff Present:** Sheriff Dwight Baird, State's Attorney Eric Weis, County Administrator Scott Koepfel, Jennifer Karales, Jeanne Russo, Bobby Richardson, Mike Peters, Dan Polvere, William Curry, Coroner Jacquie Purcell, Sally Seeger.

**Approval of Agenda** – Motion by Member Rodriguez to amend the agenda by moving #8 Public Comment item after New Business #5 Discussion of the Kendall County Jail Operations to allow for citizen comments, second by Member Cesich. **With seven members present voting aye, the motion carried by a vote of 7-0.**

**Approval of Previous Month's Meeting Minutes** – Member DeBolt made a motion to approve the July 11, 2022 and July 28, 2022 meeting minutes, second by Member Gengler. **With nine members present voting aye, the motion carried by a vote of 9-0.**

**New Business**

• ***Discussion of the Kendall County Jail Operations***

Sheriff Dwight Baird led a discussion regarding the jail operations as we move forward into fiscal year 2023. Sheriff Baird stated that his budget presentation is on the website under the Transparency tab.

The reasons for this evaluation of the jail operations and need for this discussion is due to the decreasing jail population, Sheriff Baird outlined the various factors, as this applies to Kendall County.

Sheriff Baird explained the cost analysis options of operating the jail. Four options

explained and the pros and cons for each option.

- Option A: Status Quo for personnel and house only 20 outside inmates and no positions eliminated.
- Option B: House all Kendall County inmates in the Kane County Jail and eliminate 31 correctional deputies.
- Option C: House Kendall County inmates plus 20 outside inmates and housing Kendall county female inmates at Kane county (this is being done currently) with the elimination of 13 (5 of these are vacant positions) correctional deputies.
- Option D: House only Kendall County inmates with the elimination of 13 correctional deputies.

**Option A:** Sheriff Baird does not recommend this option but wanted to let you know if we did not change current staffing levels. Budget \$5,750,690 minus the \$619,191 in housing revenue brings the impact to \$5,131,499.

**Option B:** This option has the lowest cost to the general fund budget but has the highest staffing reduction at 31. This option is budgeted at \$2.7 million less than status quo. Budget \$3,882,731 minus \$1,453,066 (insurance and benefits) brings the impact to \$2,429,665.

**Option C:** This option does provide savings to the county from the status quo with the elimination of 13 correctional deputies. This option is budgeted at \$1.55 million less than status quo.

Budget \$4,735,616 minus the \$619,191 in housing revenue and minus the \$535,401 (insurance and benefits) brings the impact to the budget to \$3,581,024.

**Option D:** This option does provide savings to the county from the status quo with the elimination of 13 correctional deputies. This option is budgeted at \$1.23 million less than status quo. Budget \$4,515,312 minus \$535,401 (insurance and benefits) brings the impact to the budget to \$3,979,911.

Sheriff Baird discussed the previous and proposed budget graph. Sheriff Baird expects the cost of operating the jail will increase a projected 3% increase on all options.

Sheriff Baird stated,

After a careful review of the financial options and discussion with local police agencies, Judiciary, States Attorney, Public Defender, Circuit Clerk, and Probations we would recommend Option C (Housing Kendall County inmates and 20 Out of County inmates, while outsourcing Kendall County Female inmates to Kane County) for FY 2023. This would be a savings of approximately \$1.5 million dollars. This would also allow us time to examine the impact of the new cashless bail system and see exactly how this will impact Kendall County.

Discussion ensued with Member Cesich wanting clarification on what the Sheriff is recommending at this time and wanting more information on the cashless bail system. States Attorney Eric Weis provided information regarding the Safe-T Act that takes effect on January 1, 2023.



Sheriff Baird discussed how the contract with Kane County to house female inmates would work once the initial contract is approved.

The benefits of increased use of home monitoring was discussed. Next year will be a gauge of what impact will be on costs and the budget. Any layoffs will need to be discussed with the union.

Sheriff Baird asked if Option C seems to be the direction that the Board would support, when he turns in his budget due next Friday.

Attorney Eric Weis commented that he does not support closing the jail, losing the jail would be a horrific idea. Closing the jail has unintended consequences, lots of intangibles, other factors other than cost savings should be considered when being discussed.

### **Public Comment**

- Deputy Daniel Misener and Deputy Casey Cantwell made public comments regarding the discussion of the Kendall County Jail Operations.

### **New Business**

- ***Discussion of the Kendall County Employee Handbook***

Mr. Koepfel went over a memo in the committee packet (page 10) that outlined the changes made to the employee handbook. If approved by board the Employee Handbook will become effective on September 1, 2022.

- Member Gengler made a motion to forward the Updated Employee Handbook to the August 16, 2022 County Board Meeting for approval, second by Member Cesich. **With nine members present voting aye, the motion carried by a vote of 9-0.**

- ***Training on ReMarkable Tablets***

Jennifer Karales gave the board instructions/training on the use of the ReMarkable tablets. The tablets will be replacing the budget books this year. Jennifer informed the board that the tablets will be kept in the Administration office, and brought to the meetings.

**Old Business** – None

**Department Head and Elected Official Reports** – None

**Questions from the Media** – None

**Chairman's Report** – No report

### **Board Action Items for August 16, 2022 Meeting**

- *Approval of Kendall County Employee Handbook*

**Executive Session** – Not needed

**Adjournment** – Member DeBolt made a motion to adjourn the meeting, second by Member Koukol. **With eight members present voting aye, the meeting adjourned at 6:06p.m.**

Respectfully Submitted,

Sally A. Seeger  
Administrative Assistant/Recording Secretary



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## PLANNING, BUILDING & ZONING DEPARTMENT

111 WEST FOX STREET - ROOM 203 YORKVILLE, ILLINOIS 60560-1498

630/553-4141 • FAX 630/553-4179

[www.kendallcountyil.gov](http://www.kendallcountyil.gov)

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### Kendall County Code Official Report Prepared September 6, 2022

RE: 1539 Collins Road Oswego, IL 60543

PIN 03-26-100-004

Property Owners: Michael A. Faulkner and Jill E. Marshall 242 S. Batavia Ave Batavia, IL 60510

It is my determination that the property above has met the three conditions of abandonment per (55 ILCS 5/5-1121(C)). The property does not have any working electricity, heating, bathrooms or kitchen. Most exterior windows are missing, exterior siding and roof are extremely dilapidated. The front door is not accessible and safety railing have been removed from all stairways. I did not feel it was safe to inspect the basement or 2<sup>nd</sup> floor due to access concerns.

Attached photographic evidence obtained 7/14/2021, 8/4/2021, 12/11/2021, 5/3,2022, 6/7/2022, 6/21/2022 and 8/11/2022 show violations of Kendall County Ordinances:

#2018-19 (Inoperable Vehicles)

#2019-12 (Junk and Debris)

The property owners were served at their home address of 242 S. Batavia Ave Batavia, IL 60510 on 5/19/2022 by Kane County Sheriff's Office. The property owners were found guilty of attached Ordinance Violation Citations (V22-010A and V22-010B)

Administrative Search Warrant No. 22MX133 was executed 8/11/2022 at 10:00 AM and attached photographic evidence dated 8/11/2022 depicts that the property impairs public health, safety and welfare. The home was not occupied.

Attached is the Kendall County Health Department Report to the Code Official.

Attached is evidence showing the property went to tax sale and was paid by a tax buyer.

Attached is documentation naming all property owners, tax purchasers and lienholders.

Respectfully,

A handwritten signature in dark ink, appearing to read 'BH', with a long, sweeping horizontal line extending to the right.

Brian Holdiman  
Kendall County Code Official



07/14/2021 09:46







07/14/2021 09:45



07/14/2021 09:45





07/14/2021 09:45







VOLVO

07/14/2021 09:52



07/14/2021 09:52





07/14/2021 09:46









08/04/2021 11:03





12/11/2021 10:48





12/11/2021 10:52





05/03/2022 11:12













05/03/2022 11:12









05/03/2022 11:12





05/03/2022 11:02



06/07/2022 10:02





06/07/2022 10:02



06/21/2022 10:54

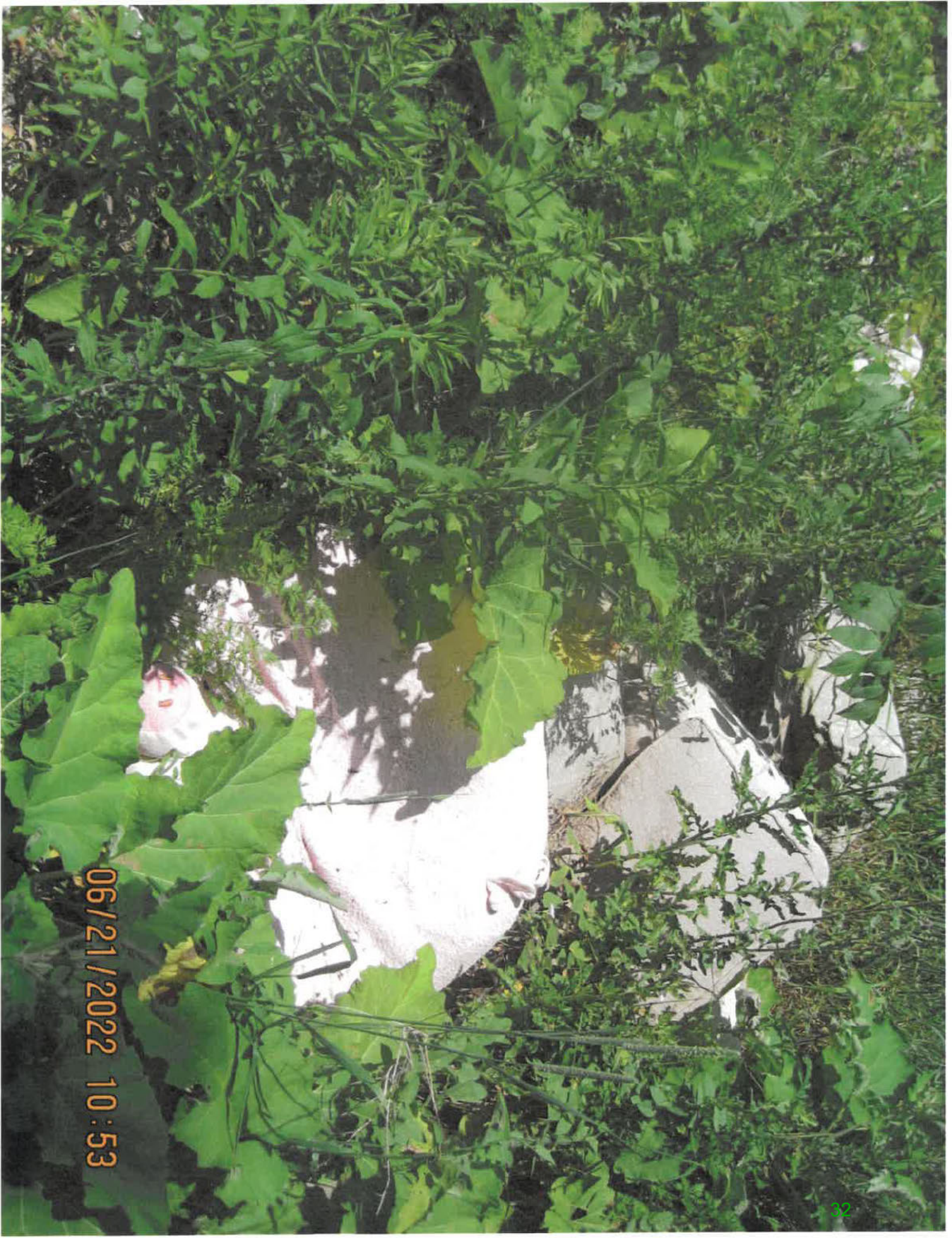


06/21/2022 10:51



06/21/2022 10:52









06/21/2022 10:53





06/21/2022 10:53



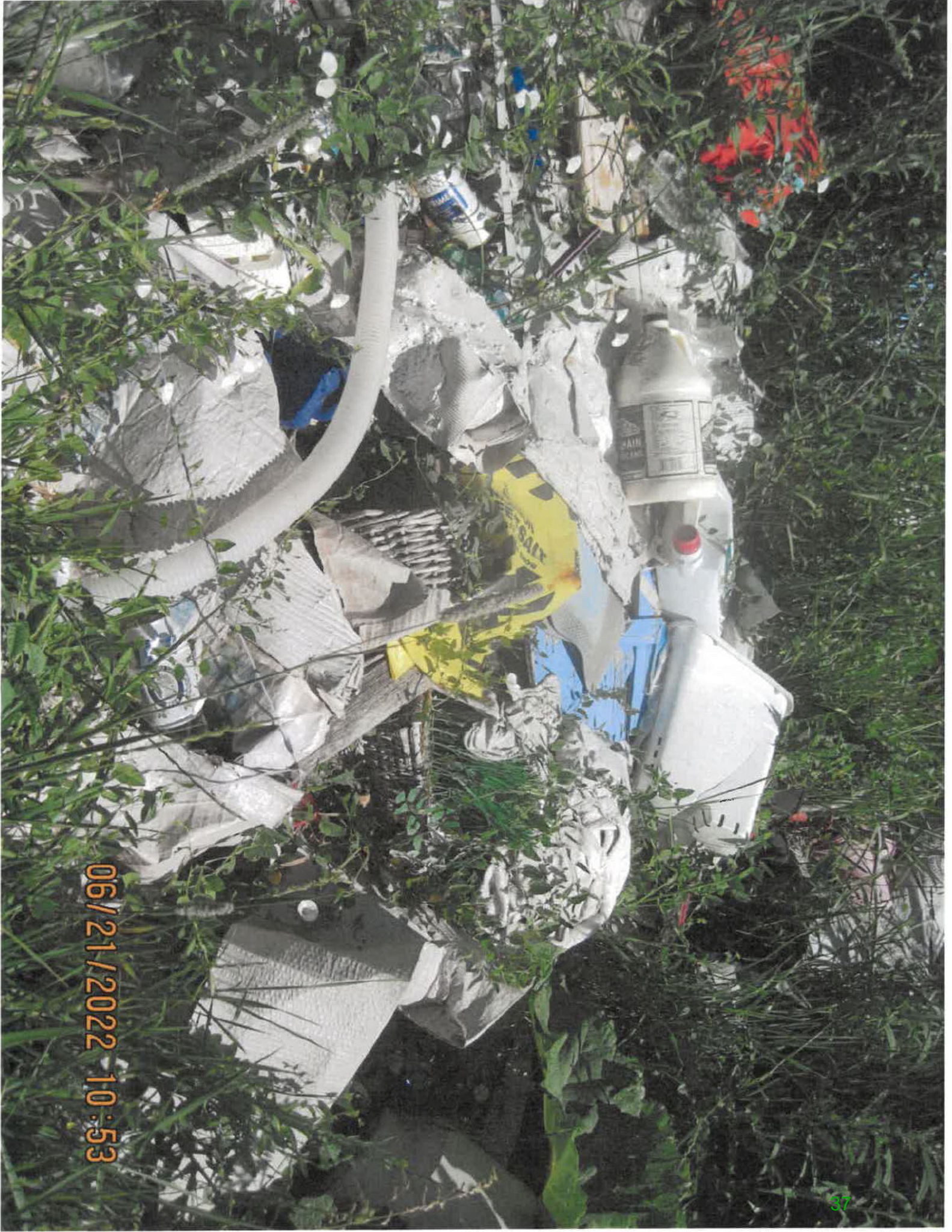
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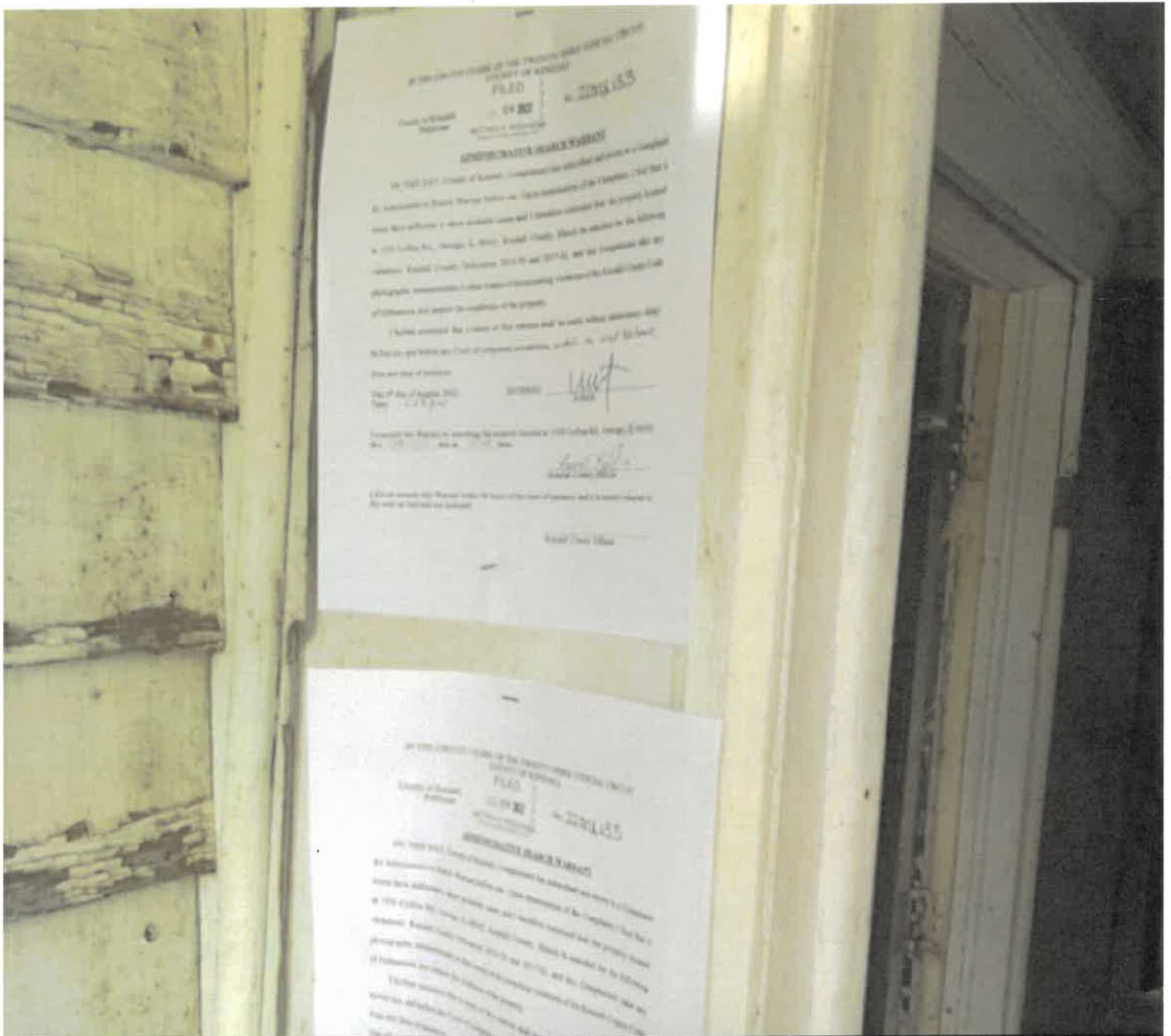


06/21/2022 10:52



06/21/2022 10:52





1539 Collins  
Warrant Posted

Thursday • Aug 11, 2022 • 10:21 AM

Adjust





1539 Collins  
Block Foundation

Thursday • Aug 11, 2022 • 10:20 AM

Adjust





1539 Collins  
Front View of Home

Thursday • Aug 11, 2022 • 10:10 AM

[Adjust](#)





1539 Collins  
Rear view of home

Thursday • Aug 11, 2022 • 10:04 AM

[Adjust](#)





1539 Collins  
Side porch entry

Thursday • Aug 11, 2022 • 10:00 AM

[Adjust](#)





1539 Collins  
Side View of Home

Thursday • Aug 11, 2022 • 10:00 AM

Adjust





1539 Collins  
Firework

Thursday • Aug 11, 2022 • 10:21 AM

[Adjust](#)





1539 Collins  
Inoperable Vehicle  
Junk and Debris

Thursday • Aug 11, 2022 • 10:09 AM

[Adjust](#)





1539 Collins  
Inoperable Vehicle

Thursday • Aug 11, 2022 • 10:09 AM

Adjust





1539 Collins  
Inoperable Vehicle

Thursday • Aug 11, 2022 • 10:09 AM

[Adjust](#)





1539 Collins  
Junk and Debris

Thursday • Aug 11, 2022 • 10:01 AM

[Adjust](#)





1539 Collins  
Junk and Debris

Thursday • Aug 11, 2022 • 10:01 AM

Adjust





1539 Collins  
Bathroom

Thursday • Aug 11, 2022 • 10:06 AM

[Adjust](#)





1539 Collins  
Kitchen

Thursday • Aug 11, 2022 • 9:59 AM

[Adjust](#)





1539 Collins  
Stairs to Basement

Thursday • Aug 11, 2022 • 9:59 AM

[Adjust](#)





1539 Collins  
Front Door Entry

Thursday • Aug 11, 2022 • 9:57 AM

[Adjust](#)





1539 Collins  
Stairs to 2nd Floor

Thursday • Aug 11, 2022 • 9:57 AM

[Adjust](#)





1539 Collins  
Graffiti

Thursday • Aug 11, 2022 • 9:57 AM

[Adjust](#)





1539 Collins  
Living Room Fireplace

Thursday • Aug 11, 2022 • 9:57 AM

[Adjust](#)





1539 Collins  
1st Floor Living Room

Thursday • Aug 11, 2022 • 9:57 AM

[Adjust](#)





**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

**ORDINANCE VIOLATION CITATION**

**CASE NO. V22-010A**

County of Kendall vs. Michael A. Faulkner and Jill E. Marshall

May 11, 2022

Michael A. Faulkner and Jill E. Marshall  
242 S. Batavia Ave  
Batavia, IL 60510

RE: P.I.N. # 03-26-100-004  
Property Location: 1539 Collins Road Oswego, IL 60543

Please be aware that an inspection of the above described property on 7/14/21, 8/4/21, 12/11/21 and 5/3/22 by the Code Enforcement Officer from the Kendall County Planning, Building & Zoning Department ("Department") revealed a violation of Kendall County Ordinance 2018-19, Inoperable Motor Vehicles. Upon inspection, the following described inoperable motor vehicle(s) were found on the subject property, which constitutes a nuisance under Ordinance 2018-19:

**Black Volvo 850**  
**Amera Coach RV**

Pursuant to Section 4 of Ordinance 2018-19, please take corrective actions to address this violation by 1) repairing the subject inoperable vehicles identified in the inspection to operable condition or 2) disposing of the subject inoperable vehicles from the subject property in accordance with State and local law. Abatement of this violation shall occur by no later than 6/6/2022, at which time your property will be re-inspected by the Department for compliance.

You **may avoid a court appearance** if, 1) within ten (10) days of the service of this citation, you repair the vehicle to operable condition or 2) dispose of the inoperable vehicle. If said corrective actions **have not** been completed by 6/6/2022 you will be required to **APPEAR IN COURT** on 7/6/2022 at 8:30 a.m. in the Kendall County Courthouse, 807 W. John Street, Yorkville, Illinois 60560. You may demand a jury trial by filing a jury demand and paying a jury demand fee when entering your appearance, plea, answer to the charge, or other responsive pleading. A default judgment in the amount of \$200.00 for each day the violation continues after the abatement date of 6/6/2022 may be entered in the event you fail to appear in court or answer the charge made on the date set for your court appearance or any date to which the case is continued. Each day the violation continues after the abatement date shall be a separate offense and shall incur a fine of up to \$200.00 per day.

For questions regarding this Citation, please contact Brian Holdiman, Code Enforcement Officer, at 630-553-4141. Your cooperation is greatly appreciated.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.

Brian Holdiman – Code Enforcement Officer



**Kane County Sheriff's Office**  
**Return of Service**  
**37W755 IL-38 A**  
**St. Charles, Illinois 60175**  
**(630)-232-6840**

**Sheriff No:** 22002021  
**Case No:** V22-010A  
**Action Type:** Notice

**Plaintiff:** Kendall County Code Official  
**Defendant:** Michael A Faulkner

**To:** Kendall County Code Official  
111 West fox Street  
room 203  
Yorkville IL 60560

**Serving:** 2 of 2  
**Amount Received:** \$0.00  
**Total Fees:** \$0.00  
**Service Attempts:** 2

**County of Origin:** Kendall

**Date/Time:** 05/19/2022 11:40 AM  
**Served:** Michael A Faulkner  
**Served At:** 242 South Batavia Avenue Batavia IL 60510

**Sex:** Male  
**Race:** Caucasian  
**Height:** ' "

**Hair:** Brown  
**Eyes:**  
**Weight:**

I Jose Gomez, badge 405 of the KANE COUNTY SHERIFF'S OFFICE, certify and affirm that on 05/19/2022 at 11:40 at 242 South Batavia Avenue Batavia IL 60510 I served within authenticated Notice upon Michael A Faulkner, the defendant name here in the following manner.

PERSONAL SERVICE - by leaving a copy with each individual defendant personally.

**Service Attempts:**

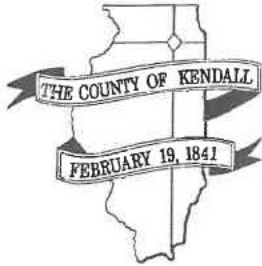
Date / Time	Status	Comments	Deputy
05/18/2022 06:33 AM	Attempted Service	DEFTS VEH HERE/ NO ANS	407 - Ray
05/19/2022 11:40 AM	Served	SERVED	405 - Gomez

**Sheriff Ron Hain**



**Jose Gomez 405**





**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

**ORDINANCE CITATION**

**CASE NO. V22-010B**

County of Kendall vs. Michael A. Faulkner and Jill E. Marshall



May 11, 2022

**Michael A. Faulkner and Jill E. Marshall**  
**242 S. Batavia Ave**  
**Batavia, IL 60510**

RE: **P.I.N. # 03-26-100-004**  
Property Location: 1539 Collins Road Oswego, IL 60543

Please be aware that an inspection of the above described property on 7/14/21, 8/4/21, 12/11/21 and 5/3/22 by the Code Enforcement Officer from the Kendall County Planning, Building & Zoning Department ("Department") revealed a citation of Kendall County Ordinance 2019-12, Junk and Debris. Upon inspection, the following described junk and debris were found on the exterior of the subject property, which constitutes a nuisance under Ordinance 2019-12:

**Furniture, Mattress, Construction Debris, Boxes, Wood, Plastic and Scrap Metal**

Pursuant to Section 5 of Ordinance 2019-12, please take corrective actions to address this violation by removing the junk and debris from the exterior of the subject property in accordance with State and local law. Abatement of this citation shall occur by no later than 6/6/22 at which time your property will be re-inspected by the Department for compliance.

You **may avoid a court appearance** if, within ten (10) days of the service of this Citation, you remove the junk and debris from the exterior of the subject property. If said corrective actions **have not** been completed by 6/6/22 you will be required to **APPEAR IN COURT** on 7/6/22 at 8:30 a.m. in the Kendall County Courthouse, 807 W. John Street, Yorkville, Illinois 60560. You may demand a jury trial by filing a jury demand and paying a jury demand fee when entering your appearance, plea, answer to the charge, or other responsive pleading. A default judgment in the amount of \$200.00 for each day the violation continues after the abatement date of 6/6/22 may be entered in the event you fail to appear in court or answer the charge made on the date set for your court appearance or any date to which the case is continued. Each day the violation continues after the abatement date shall be a separate offense and shall incur a fine of up to \$200.00 per day.

For questions regarding this Citation, please contact Brian Holdiman, Code Enforcement Officer, at 630-553-4141. Your cooperation is greatly appreciated.  
Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.

Brian Holdiman  
Code Enforcement Officer



**Kane County Sheriff's Office**  
**Return of Service**  
**37W755 IL-38 A**  
**St. Charles, Illinois 60175**  
**(630)-232-6840**

**Sheriff No:** 22002021

**Case No:** V22-0108

**Action Type:** Notice

**Plaintiff:** Kendall County Code Official

**Defendant:** Michael A Faulkner

**To:** Kendall County Code Official  
111 West fox Street  
room 203  
Yorkville IL 60560

**Serving:** 2 of 2

**Amount Received:** \$0.00

**Total Fees:** \$0.00

**Service Attempts:** 2

**County of Origin:** Kendall

**Date/Time:** 05/19/2022 11:40 AM

**Served:** Jill E Marshall

**Served At:** 242 South Batavia Avenue Batavia IL 60510

**Sex:** Female

**Race:** Caucasian

**Height:** ' "

**Hair:** Brown

**Eyes:** Blue

**Weight:**

I Jose Gomez, badge 405 of the KANE COUNTY SHERIFF'S OFFICE, certify and affirm that on 05/19/2022 at 11:40 at 242 South Batavia Avenue Batavia IL 60510 I served within authenticated Notice upon Jill E Marshall, the defendant name here in the following manner.

PERSONAL SERVICE - by leaving a copy with each individual defendant personally.

**Service Attempts:**

Date / Time	Status	Comments	Deputy
05/18/2022 06:33 AM	Attempted Service	DEFTS VEH HERE/ NO ANS	407 - Ray
05/19/2022 11:40 AM	Served	SERVED	405 - Gomez

**Sheriff Ron Hain**



**Jose Gomez 405**



IN THE CIRCUIT CLERK OF THE TWENTY-THIRD JUDICIAL CIRCUIT  
COUNTY OF KENDALL

FILED )

County of Kendall,  
Petitioner

AUG 09 2022 )

No. 22MX133

MATTHEW G. PROCHASKA  
CIRCUIT CLERK KENDALL CO.

**ADMINISTRATIVE SEARCH WARRANT**

ON THIS DAY, County of Kendall, Complainant has subscribed and sworn to a Complaint for Administrative Search Warrant before me. Upon examination of the Complaint, I find that it states facts sufficient to show probable cause and I therefore command that: the property located at 1539 Collins Rd., Oswego, IL 60543, Kendall County, Illinois be searched for the following violations: Kendall County Ordinances 2019-39 and 2017-02, and that Complainant take any photographs, measurements or other means of documenting violations of the Kendall County Code of Ordinances, and inspect the conditions of the property.

I further command that a return of this warrant shall be made without unnecessary delay before me, and before any Court of competent jurisdiction, *within the next 96 hours.*

Date and time of Issuance:

This 8<sup>th</sup> day of August, 2022

Time: *1:53 pm*

ENTERED: \_\_\_\_\_

*[Signature]*  
JUDGE

I executed this Warrant by searching the property located at 1539 Collins Rd., Oswego, IL 60543, this 8/11/22 date at 10 AM time.

*[Signature]*  
Kendall County Official

I did not execute this Warrant within 96 hours of the time of issuance, and it is hereby returned to the court as void and not executed.

\_\_\_\_\_  
Kendall County Official



1539 Collins Rd.

Oswego, IL 60543

Health Department response to County Code official

Step #2:

- Details about particular conditions on the property supported by photographs and other documentation.

Kendall County Health Department inspectors have been visiting this property in response to garbage complaints since September 29, 2022. Each time we had visited, we observed violations of the Kendall County Public Health Nuisance Ordinance, specifically Section 2A, which states that, "It shall be unlawful to cause, or allow to cause, the dumping of any refuse on any public or private land, unless such dumping occurs at an IEPA permitted disposal site." Specifically, inspectors observed all matter of garbage deposited along the driveway, giving the impression that it had been dumped there as a means of illegal disposal.

As of August 11, 2022, Health Department staff also determined that the water well was abandoned and open to the elements, likely allowing contaminants to enter the groundwater aquifer. This is a violation of the Illinois Water Well Construction Code Part 920.120 a1 which states, "The owner of water well, boring, or monitoring well shall assure that a well is sealed within 30 days after it is abandoned and when the well or boring has the potential for transmitting contaminants into an aquifer or otherwise threatens the public health or safety."

Examples of conditions observed are provided below:

09/29/21

Initial visit to the property:





10/07/21

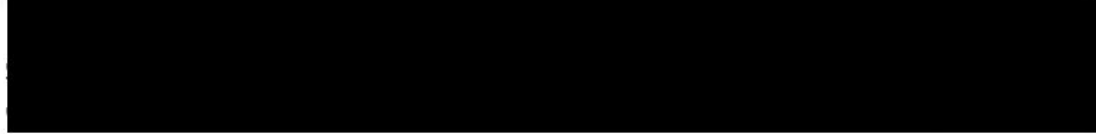
After sending violation letters to several different people listed as owners of this property according to county records, a follow up inspection was conducted:





10/08/21

A second letter was sent to the property owners, the bank on record and the property itself (5 letters) citing a violation of Kendall County Public Health Nuisance Ordinance.



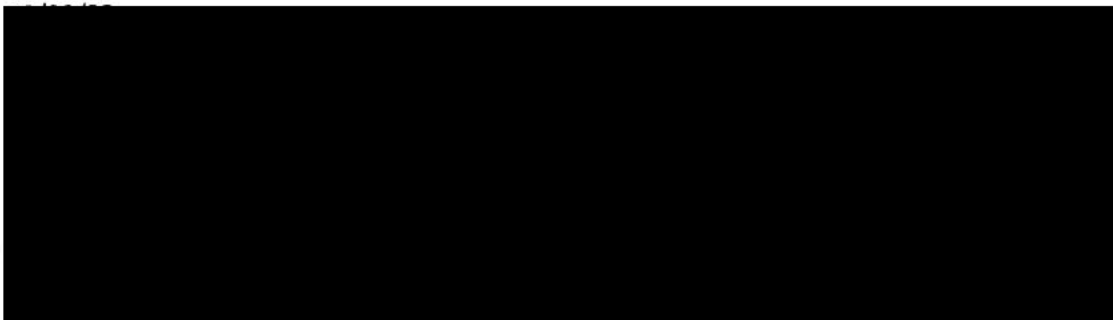
10/19/22

Staff again visited the property and observed garbage still dumped along the driveway.



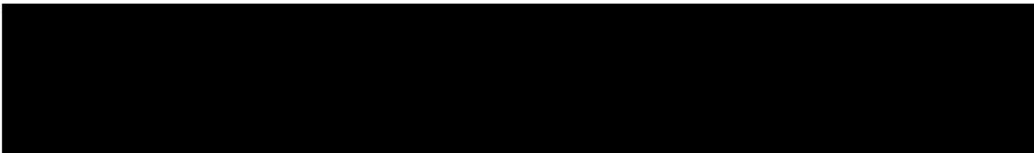
10/27/22

While passing by, staff observed that large piles of garbage still exist on the property. The inspector noted that more trash seems to have been added since the last visit.

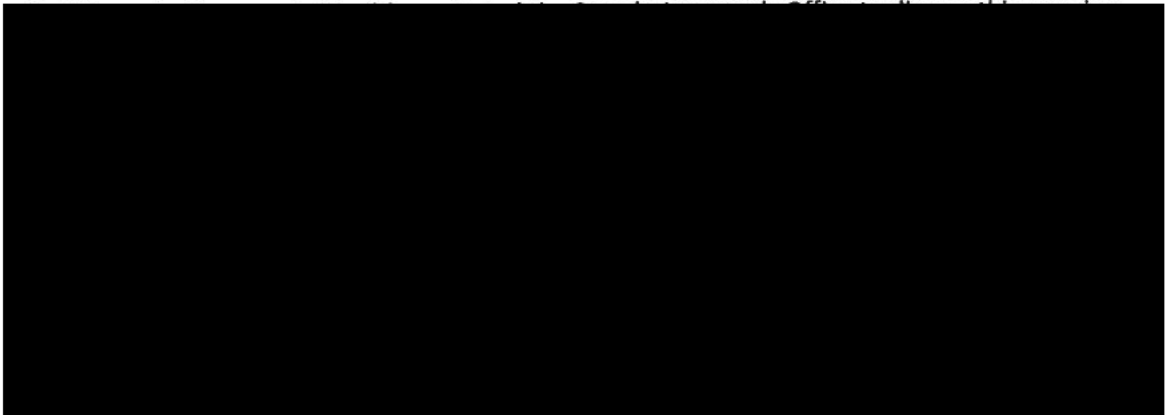


04/19/22

After hearing that this case was settled and fines were paid, inspectors drove past the site to check on the status of the violation. Garbage concern still exists; in fact, more garbage exists on the site.

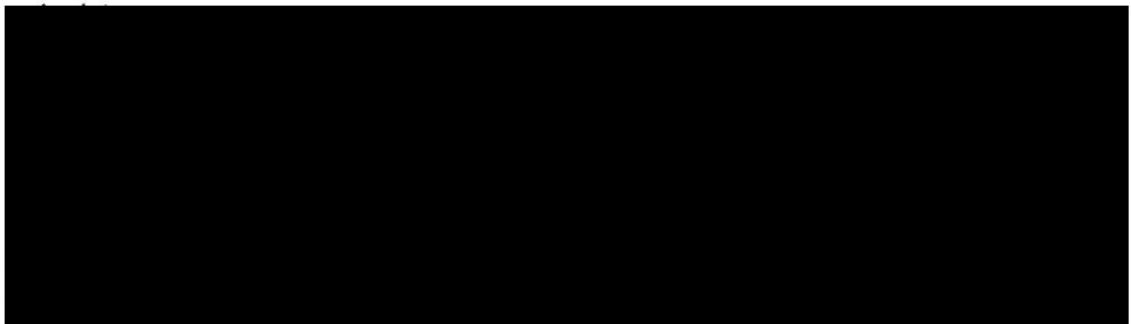






05/25/22

Site visit conducted. Pictures taken. Violation still exists.



06/09/22



A joint meeting to discuss this matter was held. In attendance were KCPBZ (Senior Planner and Code Enforcement officer) as well as the County Administrator. It was decided that staff will present to the Health and Environment Committee of the County Board.

07/06/22

Staff visited the site to observe most up to date conditions before the H&E meeting tomorrow. Staff stayed on the driveway and did not approach the home.

On site, staff noticed the house was completely unsecured, at least one more car was abandoned on site, the home had more broken windows and the garage door was opened. All indicate that there is activity on this site.

Pictures were taken.



07/13/22

Kendall County HD and PBZ department attended and presented to the KC H&E Committee, outlining the problems on this site related to garbage, a possible abandoned water well, a possible abandoned septic tank as well as a cars and other PBZ issues.

The County discussed options for the property.

08/09/22



Received notice that an administrative search warrant for this property and it was arranged that an inspection with PBZ, the HD and KC Sheriff's Department. A chief focus of our inspection will be to determine the presence of an abandoned water well and septic tank.

08/11/22

Representatives from the Health Department, KC Building Department and the Sheriff's office visit the site to conduct an inspection. Health Department staff quickly located an abandoned well, open to the elements. Pictures taken. A septic tank was not able to be located.





# 2019 Statement of Taxes Kendall County

9/1/2022 13:05:00

<b>Parcel No</b>	<b>03-26-100-004</b>	<b>Property Owner</b>	<b>Legal Description</b>
<b>Tax Year</b>	<b>2019</b>	FAULKNER, MICHAEL & JILL & FAULKNER LEE R & I	PT NW 1/4 SEC 26-37-8 COM SW COR NW 1/4 E
<b>Township</b>	Oswego Township	1539 COLLINS RD	2000.9 TO POB, E 280, N 233.36 W 280, S 233.36 TO
<b>Property Class</b>	0040 - IMPROVED LOTS	OSWEGO IL, 60543	POB
<b>Land Use</b>			
<b>Tax Code</b>	OS005		<b>Property Site Address</b>
<b>Tax Status</b>	Taxable		1539 COLLINS RD
			OSWEGO, IL 60543 -
<b>2019</b>			
<b>Tax Billed</b>	\$2,665.87	<b>1st Installment</b>	<b>2nd Installment</b>
<b>Penalty Billed</b>	\$200.32		
<b>Cost Billed</b>	\$0.00		
<b>Drainage Billed</b>	\$5.00		
<b>Total Billed</b>	<b>\$2,871.19</b>		
<b>Amount Paid</b>	<b>\$2,871.19</b>		
<b>Total Unpaid</b>	<b>\$0.00</b>		
<b>Date Paid</b>			
<b>Batch Number</b>	0		
<b>Receipt No.</b>			
<b>Cashier Code</b>			
<b>TPA</b>			
<b>Paid by</b>	AUCTION Z-2 INC.		AUCTION Z-2 INC.
<b>Status</b>	TAXSALE		TAXSALE
<b>Totals</b>			
	\$5,331.74		
	\$280.45		
	\$104.00		
	\$10.00		
	\$5,726.19		
	\$5,726.19		
	\$0.00		



# 2020 Statement of Taxes Kendall County

9/1/2022 13:04:17

<b>Parcel No</b>	<b>03-26-100-004</b>	<b>Property Owner</b>	<b>Legal Description</b>
<b>Tax Year</b>	<b>2020</b>	FAULKNER, MICHAEL & JILL & FAULKNER LEE R & I	PT NW 1/4 SEC 26-37-8 COM SW COR NW 1/4 E
<b>Township</b>	Oswego Township	1539 COLLINS RD	2000.9 TO POB, E 280, N 233.36 W 280, S 233.36 TO
<b>Property Class</b>	0040 - IMPROVED LOTS	OSWEGO IL, 60543	POB
<b>Land Use</b>			
<b>Tax Code</b>	OS005		<b>Property Site Address</b>
<b>Tax Status</b>	Taxable		1539 COLLINS RD
			OSWEGO, IL 60543 -
		<b>1st Installment</b>	<b>2nd Installment</b>
		<b>2020</b>	<b>Totals</b>
Tax Billed		\$2,770.08	\$5,540.16
Penalty Billed		\$208.13	\$291.38
Cost Billed		\$0.00	\$104.00
Drainage Billed		\$5.00	\$10.00
<b>Total Billed</b>		<b>\$2,983.21</b>	<b>\$5,945.54</b>
Amount Paid		\$2,983.21	\$5,945.54
<b>Total Unpaid</b>		<b>\$0.00</b>	<b>\$0.00</b>
Date Paid			
Batch Number		0	
Receipt No.			
Cashier Code			
TPA			
Paid by		IVY JACK, INC	IVY JACK, INC
Status		TAXSALE	TAXSALE



439067/9701283

Form No. 15R  
AMERICAN LEGAL FORMS, CHICAGO, IL (312) 372-1922

© Jan. 1995

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03/21/1997 09:00A

1 of 3

Paul Anderson, Kendall County, IL Recorder

**WARRANTY DEED**  
~~Joint Tenancy Statutory~~  
(ILLINOIS)  
(Individual to Individual)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

**THE GRANTOR (NAME AND ADDRESS)**BRADLEY PALMER and JANE PALMER,  
married to each other,  
ROBERT PALMER and LINDA PALMER,  
married to each other,  
WADE PALMER, never marriedMARJORIE BRENNKE, married to  
William Brenneke, 1539 Collins Road,  
Village

(The Above Space For Recorder's Use Only)

Oswego

County

of the \_\_\_\_\_ of \_\_\_\_\_ State of Illinois

for and in consideration of TEN AND NO/100ths DOLLARS, (\$10.00)

in hand paid, CONVEY and WARRANT to

An Undivided one-half (1/2) interest to MICHAEL A. FAULKNER and JILL E. MARSHALL-  
FAULKNER\*, and An Undivided one-half (1/2) interest to LEE R. FAULKER and B. JANICE  
FAULKNER\*

\*Not in Tenancy in Common, but in Joint Tenancy.

**(NAMES AND ADDRESS OF GRANTEE(S))**XXXXXX XXXXX XXXXX XXXXX XXXXX XXXXX, the following described Real Estate situated in the County of  
Kendall in the State of Illinois, to wit: (See reverse side for legal description.) hereby releasing and waiving  
all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD  
said premises ~~not in tenancy in common, but in joint tenancy~~ forever. SUBJECT TO: General taxes for 1996  
and subsequent years and Subject to continued on reverse side hereof.  
This is not Homestead Property as to any of the Grantors and/or their spouses.

Permanent Index Number (PIN): 03-26-100-002

Address(es) of Real Estate: 1539 Collins Road, Oswego, IL 60543

DATED this 14th day of March 19 97

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)Bradley Palmer

(SEAL)

Linda Palmer

(SEAL)

BRADLEY PALMER

LINDA PALMER

Jane Palmer

(SEAL)

Wade Palmer

(SEAL)

JANE PALMER

WADE PALMER

Robert Palmer

ROBERT PALMER

Marjorie Brenneke

MARJORIE BRENNKE

State of Illinois, County of Kane

ss. I, the undersigned, a Notary Public in and for

said County, in the State aforesaid, DO HEREBY CERTIFY that  
BRADLEY PALMER and JANE PALMER, Married to each other,  
ROBERT PALMER and LINDA PALMER, Married to each other,  
WADE PALMER, never married, MARJORIE BRENNKE, Married to  
William Brenneke  
personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> are  
subscribed to the foregoing instrument, appeared before me this day in person,  
and acknowledged that <sup>t</sup> h <sup>ey</sup> signed, sealed and delivered the said  
instrument as <sup>their</sup> free and voluntary act, for the uses and purposes  
therein set forth, including the release and waiver of the right of homestead.

IMPRESS SEAL HERE

Given under my hand and official seal, this 14th day of March 19 97

Commission expires June 16 19 97

This instrument was prepared by Wayne L. Mular, 1121 E. Main St., Charles, IL

WAYNE L. MULAR

Notary Public, State of Illinois

My Commission Expires 1-1-98

PAGE 1

SEE REVERSE SIDE

CHICAGO TITLE INSURANCE CO

Kane County Office  
Geneva, Illinois 60134  
Phone 223-2750



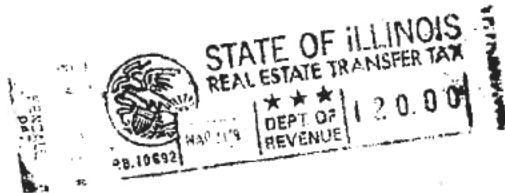
## Legal Description

of premises commonly known as 1539 Collins Road, Oswego, IL 60543

Subject to: (a) general real estate taxes accrued, but not yet payable on \_\_\_\_\_; (b) special assessments confirmed after \_\_\_\_\_; (c) building set-back lines and use or occupancy restrictions; (d) covenants, conditions and restrictions of record provided they are not violated nor contain a reverter or the right of re-entry; (e) zoning laws and ordinances; (f) easements for public utilities, provided they do not underlie existing improvements except fences and portable sheds; (g) drainage ditches, feeders, laterals and drain tile, pipe or other conduit.

### LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 26 TOWNSHIP 37 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 2000.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE 280.0 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 233.36 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 280.0 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE 233.36 FEET TO THE POINT OF BEGINNING IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS.



COUNTY OF KENDALL  
REAL ESTATE TRANSFER TAX  
\$ 60.00

SEND SUBSEQUENT TAX BILLS TO:

MAIL TO: { Wayne L. Mular (Name)  
Attorney at Law  
1121 E. Main St. (Address)  
Suite 300  
St. Charles, IL 60174 (City, State and Zip)

Michael and Jill Faulkner (Name)  
1539 Collins Rd. (Address)  
Oswego, IL 60543 (City, State and Zip)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_



AFFIDAVIT

(FILE WITH PAUL P. ANDERSON, RECORDER OF DEEDS OF KENDALL COUNTY)

STATE OF ILLINOIS

COUNTY OF KENDALL

} SS.

DOCUMENT # \_\_\_\_\_

BRADLEY PALMER

, being duly sworn on oath, states that

HE resides at 41 W 58 COLSON DR. ST. CHAR IL. 60175. That the attached deed represents:

1. A distinct separate parcel on record prior to July 17, 1959.
2. A distinct separate parcel qualifying for a Kendall County building permit prior to August 10, 1971.
3. The division or subdivision of the land is into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
4. The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
5. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
6. The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easement of access.
7. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
8. The conveyance is of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
9. The conveyance is made to correct descriptions in prior conveyances.
10. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access.
11. The sale is of a single lot of less than five acres from a larger tract, evidenced by a survey made by a registered surveyor which single lot is the first sale from said larger tract as determined by the dimensions and configurations thereof on October 1, 1973, and which sale does not violate any local requirements applicable to the subdivision of land.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that \_\_\_\_\_ makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording.

Bradley Palmer

SUBSCRIBED AND SWORN to before me

this 14/11 day of March, 19 97

[Signature]  
Notary Public

Sent  
COMM. EX  
PLAS 1-3000  
KEPLATAP

3



RECORDATION REQUESTED BY:  
HARRIS N.A.  
111 W. MONROE STREET  
P.O. BOX 755  
CHICAGO, IL 60690

6100252601  
WHEN RECORDED MAIL TO:  
Harris Consumer Lending  
Center  
3800 Golf Road Suite 300  
P.O. Box 5041  
Rolling Meadows, IL 60008

200700000062  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
01-02-2007 At 09:16 am.  
MORTGAGE 50.00  
RHSP Surcharge 10.00

025064652 CTI

FOR RECORDER'S USE ONLY

This Mortgage prepared by:  
VIMALA MURTHY  
Harris Consumer Lending Center  
3800 Golf Road Suite 300 P.O. 5003  
Rolling Meadows, IL 60008

#### MORTGAGE

**MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$160,000.00.

THIS MORTGAGE dated December 14, 2006, is made and executed between MICHAEL A FAULKNER; JILL FAULKNER AKA JILL E MARSHALL-FAULKNER, IN JOINT TENANCY EACH AS TO AN UNDIVIDED 1/2 INTEREST AND LEE R FAULKNER and B JANIE FAULKNER, IN JOINT TENANCY EACH AS TO AN UNDIVIDED 1/2 INTEREST (referred to below as "Grantor") and HARRIS N.A., whose address is 111 W. MONROE STREET, P.O. BOX 755, CHICAGO, IL 60690 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Kendall County, State of Illinois:

#### SEE ATTACHED LEGAL

The Real Property or its address is commonly known as 1539 COLLINS RD, Oswego, IL 60543. The Real Property tax identification number is 03-26-100-004-0000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS

CHICAGO TITLE INSURANCE CO.  
Aurora/Yorkville Office



**MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor.



The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge



of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement.



If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's Indebtedness is paid in full.

**EXISTING INDEBTEDNESS.** The following provisions concerning Existing Indebtedness are a part of this Mortgage:

**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.



**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.



**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

**EVENTS OF DEFAULT.** At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Break Other Promises.** Borrower or Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's



**MORTGAGE  
(Continued)**

Loan No: 6100252601

Page 8

ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any related document.

**False Statements.** Any representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property or any other of Borrower's or Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, if Borrower or Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Borrower or Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**Existing Indebtedness.** The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the



proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally



recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Illinois.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of COOK County, State of Illinois.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.



**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means MICHAEL A FAULKNER and JILL FAULKNER AKA JILL E MARSHALL-FAULKNER and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

**Grantor.** The word "Grantor" means MICHAEL A FAULKNER, JILL FAULKNER AKA JILL E MARSHALL-FAULKNER, LEE R FAULKNER and B JANIE FAULKNER.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means HARRIS N.A., its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated December 14, 2006, in the original principal



amount of \$160,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 6.990%. Payments on the Note are to be made in accordance with the following payment schedule: in 179 regular payments of \$1,062.17 each and one irregular last payment estimated at \$119,311.08. Borrower's first payment is due January 13, 2007, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on December 13, 2021, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The maturity date of the Note is December 13, 2021.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.


**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x   
MICHAEL A FAULKNER

x   
JILL FAULKNER AKA JILL E MARSHALL-FAULKNER

x   
LEE R FAULKNER

x   
B JAMIE FAULKNER



## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF DuPage )

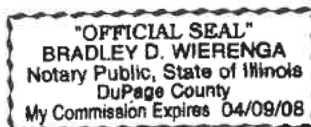
On this day before me, the undersigned Notary Public, personally appeared **MICHAEL A FAULKNER; JILL FAULKNER AKA JILL E MARSHALL-FAULKNER; LEE R FAULKNER; and B JANIE FAULKNER**, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14<sup>th</sup> day of December, 2006.

By [Signature] Residing at Harris St. Charles

Notary Public in and for the State of Illinois

My commission expires 4/9/08





CHICAGO TITLE INSURANCE COMPANY  
Short Form Master Policy

YOUR REFERENCE: 109356-5149734-2

POLICY NO.: 1408 025064652 HE

STREET ADDRESS: 1539 COLLINS ROAD, OSWEGO, ILLINOIS 60543

DATE OF POLICY: 10/26/06

P.I.N.: 03-26-100-004-0000 ✓

AMOUNT OF INSURANCE: \$160,000.00

INSURED: HARRIS N.A.

A. GRANTEE:

MICHAEL A. FAULKNER AND JILL E. MARSHALL-FAULKNER, IN JOINT TENANCY EACH AS TO AN  
UNDIVIDED 1/2 INTEREST AND LEE R. FAULKNER AND B. JANIE FAULKNER, IN JOINT  
TENANCY EACH AS TO AN UNDIVIDED 1/2 INTEREST

H+W  
^

H+W - Don't live at property  
(B's parents)

B. LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 26 TOWNSHIP 37 NORTH RANGE 8 EAST OF  
THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST  
CORNER OF SAID NORTHWEST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID  
NORTHWEST QUARTER 2000.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING  
EASTERLY ALONG SAID SOUTH LINE 280.0 FEET; THENCE NORTHERLY PERPENDICULAR TO THE  
LAST DESCRIBED COURSE, 233.36 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST  
DESCRIBED COURSE, 280.0 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST  
DESCRIBED COURSE 233.36 FEET TO THE POINT OF BEGINNING IN OSWEGO TOWNSHIP,  
KENDALL COUNTY, ILLINOIS





201400006673

**THIS DOCUMENT WAS PREPARED BY**

Nicolette Sonntag, Esq  
Illinois Housing Development Authority  
401 N Michigan, Suite 700  
Chicago, Illinois 60611

**DEBBIE  
GILLETTE**  
KENDALL COUNTY, IL

RECORDED: 5/21/2014 2:17 PM  
AGR: 42.00  
PAGES: 7

**AFTER RECORDING THIS DOCUMENT  
SHOULD**

**BE RETURNED TO:**

Illinois Housing Development Authority  
401 N Michigan, Suite 700  
Chicago, Illinois 60611  
Attention Hardest Hit Fund

**Property Identification No**  
03-26-100-004

**Property Address** \_\_\_\_\_  
1539 Collins rd  
Oswego, Illinois

**Illinois Hardest Hit Fund  
Homeowner Emergency Loan Program**

(The Above Space for Recorder's Use Only)

**RECAPTURE AGREEMENT**

**THIS RECAPTURE AGREEMENT** (this "Agreement") dated as of the 20<sup>th</sup> day of June, 2014, made by Michael Faulkner and Jill Marshall Married (the "Owner") whose address is 1539 Collins rd, Oswego, Illinois, in favor of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority") a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq, as amended from time to time (the "Act"), and the rules promulgated under the Act, as amended and supplemented (the "Rules") whose address is 401 North Michigan Avenue, Suite 700, Chicago, Illinois

**WITNESSETH:**

**WHEREAS**, the Owner is the owner of the fee estate of that certain real property which is commonly known as 1539 Collins rd, Oswego, Illinois



and all the improvements now or hereafter located thereon and which is legally described on **Exhibit A** attached to and made a part of this Agreement (the "Residence"), and

**WHEREAS**, the Authority has agreed to make a forgivable loan to the Owner in the **LESSER AMOUNT of the following** the ("Forgivable Loan "). Twenty Five Thousand dollars (\$25,000 00 ), or (b) eighteen (18) months of interim mortgage payment assistance for the Property pursuant to the Authority's Illinois Hardest Hit Fund Homeowner Emergency Loan Program (the "Program"),

**WHEREAS**, in addition to this Agreement, the Forgivable Loan is evidenced, secured and governed by the following documents which have been entered into contemporaneously with the execution of this Agreement (a) the Forgivable Loan Agreement between the Owner and the Authority, (b) the Promissory Note from the Owner to the Authority (the "Note") and (c) all other documents that evidence, govern or secure the Forgivable Loan (the "Ancillary Loan Documents") This Agreement, the Forgivable Loan Agreement, the Note and the Ancillary Loan Documents are collectively referred to herein as the "Loan Documents",

**WHEREAS**, terms not otherwise defined herein shall have the meaning ascribed thereto in the Forgivable Loan Agreement, and

**WHEREAS**, as an inducement to the Authority to make the Forgivable Loan, the Owner has agreed to provide this Agreement

**NOW, THEREFORE**, the parties agree as follows

1. **Incorporation** The foregoing recitals are made a part of this Agreement

2. **Recapture**

a. As a condition to the Authority's making of the Forgivable Loan, the Owner agrees to repay to the Authority the Repayment Amount (as defined in subparagraph b below) if one or more of the following events (each such event is called a "Recapture Event") occurs before the Termination Date (as defined in Paragraph 3 below)

- (i) the Owner sells, conveys or transfers title to the Residence and there are Net Proceeds,
- (ii) the Owner refinances the Residence in a manner such that it is not a Permitted Refinancing (as defined below), or
- (iii) an Event of Default (as defined in Paragraph 4 below) occurs pursuant to the terms of any of the Loan Documents

The following events (each such event is called a "Permitted Transfer") are *not* Recapture Events



- (v) a transfer to a spouse as a result of a divorce,
- (vi) a transfer by operation of law to a surviving spouse upon the death of a joint tenant Owner,
- (vii) a transfer by will, or
- (viii) a Permitted Refinancing

The term "Permitted Refinancing" means a refinancing that lowers the interest rate of the first mortgage loan on the Residence, decreases its term or lowers the monthly payment of the loan, it does **not** include a refinancing that increases the outstanding balance of the first mortgage loan, increases the interest rate on the loan or allows the Owner to receive money as a result of the refinancing

b If a Recapture Event occurs during the first sixty (60) months after the date of this Agreement, the Owner shall pay to the Authority the entire Forgivable Loan amount ("First Five Year Payment") Thereafter, if a Recapture Event occurs after the first sixty (60) months, but before the Termination Date, the Owner shall pay to the Authority the full amount of the Forgivable Loan reduced by 1/60th of that amount for each full month the Owner has occupied the Residence after the fifth (5<sup>th</sup>) anniversary of the date of this Agreement (the "Second Five Year Payment") (the "First Five Year Payment" or the "Second Five Year Payment", as the case may be, shall be collectively referred to herein as the "Repayment Amount") Notwithstanding the foregoing, (i) if the Repayment Amount is greater than the Net Proceeds, the Owner must pay only the amount of the Net Proceeds, and the amount of the Repayment Amount in excess of the Net Proceeds shall be forgiven, or (ii) if there are no Net Proceeds then the full amount of the Forgivable Loan shall be forgiven For purposes of this Agreement, "Net Proceeds" means the proceeds of the sale or transfer of the Residence after payment of reasonable and customary closing costs and expenses less (i) the amount of any documented capital improvement costs to the Residence incurred by the Owner, and (ii) the Owner's initial contribution to the cost of acquiring the Residence

### **3. Covenants to Run With the Land, Self-Operative Termination Provision**

This Agreement shall encumber the Residence and be binding on any future owner of the Residence and the holder of any legal, equitable or beneficial interest in it for ten (10) years from the date of this Agreement (the "Termination Date"), provided, however that (a) if no Recapture Event occurs before the Termination Date, (b) if any sale, conveyance or transfer of the Residence occurs due to a foreclosure or a deed in lieu of foreclosure, (c) if any Permitted Transfer occurs, or (d) if a Permitted Refinancing occurs, this Agreement shall automatically terminate and shall be deemed to have been released and this release provision shall be self-operative without the need, necessity or requirement for the Authority to record a written release or termination of this Agreement

**4. Event of Default.** The following shall constitute a default under this Agreement (an "Event of Default") (a) Owner's failure to make any payment due under this Agreement, or (b) if the Owner commits fraud under the Loan Documents or pursuant to the Program as



determined by a court of competent jurisdiction ("Fraud") The Authority shall give written notice of an Event of Default to Owner at the Residence Upon an Event of Default the Authority may

- a. Declare the unforgiven portion of the Forgivable Loan immediately due and payable,
- b. Refuse to subordinate this Agreement to any subsequently recorded document or lien, and/or
- c. For the commission of Fraud only, exercise such other rights or remedies as may be available to the Authority hereunder or under any of the Loan Documents, at law or in equity

The Authority's remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies No delay on the part of the Authority in exercising any rights hereunder, failure to exercise such rights or the exercise of less than all of its rights shall operate as a waiver of any such rights

5. **Amendment** This Agreement shall not be altered or amended without the prior written approval of the Authority

6 **Partial Invalidity** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof

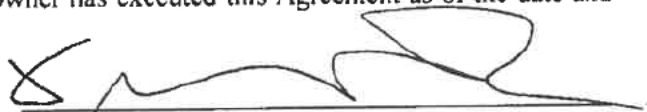
7. **Gender.** The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders

8 **Captions** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of the agreement

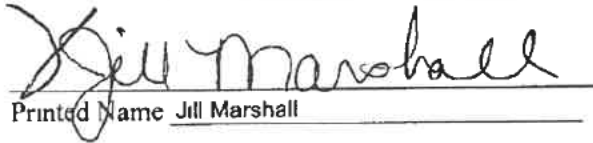
9 **WAIVER OF JURY TRIAL.** THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FORGIVABLE LOAN OR THIS AGREEMENT

[Signature Page Follows]

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date and year first above written



Printed Name Michael Faulkner



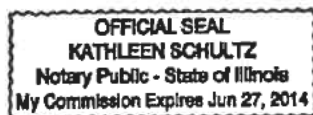
Printed Name Jill Marshall



STATE OF ILLINOIS       )  
                                      ) SS  
Kane COUNTY        )

I, Kathleen Schultz, a Notary Public in and for said county and state, do hereby certify that Michael Faulkner and Jill Marshall is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ~~they~~ signed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth

Given under my hand and official seal, this 20th day of June, 2012



Kathleen B. Schultz  
Notary Public

My commission expires June 27, 2014

76

**EXHIBIT A**

**Legal Description**

THAT PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 2000 90 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE 280 0 FEET, THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 233 36 FEET, THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 280 0 FEET, THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE 233 36 FEET TO THE POINT OF BEGINNING, IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS

**Common Address**

1539 Collins rd  
Oswego, IL 60543

**Permanent Index No**

03-26-100-004

81





201800016841

DEBBIE GILLETTE  
RECORDER - KENDALL COUNTY, IL

RECORDED: 11/28/2018 11:53 AM  
LISP: 39.00 RHP'S FEE: 10.00  
PAGES: 3

*For use by the County Recorder*

**IN THE CIRCUIT COURT OF KENDALL COUNTY, ILLINOIS  
23rd JUDICIAL CIRCUIT**

BMO Harris Bank, N.A. f/k/a Harris N.A.,  
Plaintiff,

v.

Case No. 2018C H000346

Michael A. Faulkner; Jill Faulkner a/k/a Jill  
E. Marshall-Faulkner; Lee R. Faulkner; B.  
Janice Faulkner a/k/a Janie Faulkner; Illinois  
Housing Department Authority; Village of  
Oswego; Unknown Owners and Non-Record  
Claimants,

Defendants.

**LIS PENDENS AND NOTICE OF FORECLOSURE**

I, the undersigned, do hereby certify that the above-entitled foreclosure action was filed in the above Court on 11/21/18, and is now pending and that the property affected by said foreclosure action is described as follows:

- (i) The names of all plaintiffs, defendants, and the case number are set forth above.
- (ii) The court in which said foreclosure action was brought is set forth above.
- (iii) The names of the title-holders of record are:

Michael A. Faulkner and Jill E. Marshall-Faulkner as to an undivided one-half (1/2) interest in joint tenancy;

Lee R. Faulkner and B. Janice Faulkner aka Janie Faulkner as to an undivided one-half (1/2) interest in joint tenancy

- (iv) The legal description of the real estate is:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 26 TOWNSHIP 37 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 2000.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE 280.0 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 233.36 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 280.0 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE 233.36 FEET TO THE POINT OF BEGINNING IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS

TAX PARCEL NUMBER: 03-26-100-004-0000

(v) The common address of the real estate is:

1539 Collins Road, Oswego, IL 60543

(vi) The identification of the mortgage sought to be foreclosed is:

Name of mortgagors:	Michael A. Faulkner; Jill Faulkner a/k/a Jill E. Marshall-Faulkner; Lee R. Faulkner; B. Janice Faulkner a/k/a Janie Faulkner
Name of mortgagee:	Harris N.A.
Date of mortgage:	December 14, 2006
Date and place of recording:	January 2, 2007; Kendall County, Illinois
Recording document number:	200700000062

BMO Harris Bank, N.A. f/k/a Harris N.A.,

By: 

Attorney at Law

THIS DOCUMENT WAS PREPARED BY/RETURN TO:

Egan & Alaily LLC  
321 North Clark Street, Suite 1430  
Chicago, Illinois 60654  
T: (312) 253-8640  
F: (312) 253-8660  
clerk@EA-atty.com  
Firm/Atty Id: 6288925  
18-107017

Adam Alaily  
A7DC #6288925

Note: Pursuant to the Fair Debt Collection Practices Act you are advised that this law firm is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.



IN THE CIRCUIT COURT OF KENDALL COUNTY, ILLINOIS  
23rd JUDICIAL CIRCUIT

BMO Harris Bank, N.A. f/k/a Harris N.A.,  
Plaintiff,  
v.

Case No. 2018 CH000346

Michael A. Faulkner; Jill Faulkner a/k/a Jill  
E. Marshall-Faulkner; Lee R. Faulkner; B.  
Janice Faulkner a/k/a Janie Faulkner; Illinois  
Housing Department Authority; Village of  
Oswego; Unknown Owners and Non-Record  
Claimants,

Defendants.

To:

Village of Oswego  
100 Parkers Mill  
Oswego, IL 60543

CERTIFICATE OF SERVICE

I, Adham J. Alaily, an attorney, under the penalties provided by 735 ILCS 5/1-109, and in accordance with both 765 ILCS 77/70 and 735 ILCS 5/15-1503, certify that I served the attached *Lis Pendens and Notice of Foreclosure* on the above named parties by mailing an unrecorded copy to the addresses shown, and by depositing the same in U.S. Mail at 321 North Clark Street, Chicago, IL 60654 prior to 5:00 pm on 11/21/18 with proper postage prepaid.

  
Attorney at Law

Egan & Alaily LLC  
321 North Clark Street, Suite 1430  
Chicago, Illinois 60654  
T: (312) 253-8640  
F: (312) 253-8660  
clerk@EA-atty.com  
Firm/Atty Id: 6288925

Adham Alaily  
ARDC #6288925

Note: Pursuant to the Fair Debt Collection Practices Act you are advised that this law firm is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Loan #: 386803  
Cost Center: 03794

Permanent Index #: 03-26-100-004-0000

Property Address:  
1539 COLLINS RD  
OSWEGO IL 60543

Return to:  
BMO HARRIS BANK N.A.  
PO Box 2058  
Milwaukee, WI 53201-2058

**202100029021**

DEBBIE GILLETTE  
RECORDER - KENDALL COUNTY, IL  
RECORDED: 11/9/2021 8:16 AM  
REC FEE: 57.00 RHSPS: 10.00  
PAGES: 1

### RELEASE OF REAL ESTATE MORTGAGE

BMO HARRIS BANK N.A. hereby certifies that the following is fully released:

Mortgage executed by: MICHAEL A FAULKNER; JILL FAULKNER AKA JILL E MARSHALL-FAULKNER IN JOINT TENANCY EACH AS TO AN UNDIVIDED ½ INTEREST AND LEE R FAULKNER AND B JANIE FAULKNER, IN JOINT TENANCY EACH AS TO AN UNDIVIDED ½ INTEREST originally held and owned by HARRIS N.A. and recorded in the Office of the Register of Deeds of KENDALL County, Illinois, as Document No. 200700000062

#### LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 26 TOWNSHIP 37 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 2000.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE 280.0 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 233.36 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 280.0 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE 233.36 FEET TO THE POINT OF BEGINNING IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Corporate Seal not required  
Sec. 706.03(2), Wis. Stats.

Date: November 3, 2021


STATE OF WISCONSIN  
COUNTY OF WAUKESHA

BMO HARRIS BANK N.A., successor-in-interest  
to HARRIS N.A.

By:   
Matthew Plotz, Officer

The above named officer of BMO HARRIS BANK N.A. personally came before me on the above date and is known to me to be the person who executed the foregoing instrument and acknowledged that they executed the same for BMO HARRIS BANK N.A., by its authority.

DEANNA BELTRAN  
NOTARY PUBLIC  
STATE OF WISCONSIN

  
DEANNA BELTRAN  
Notary Public, State of Wisconsin  
My Commission expires on 12/27/2022

This instrument was drafted by: DEANNA BELTRAN  
BMO HARRIS BANK N.A.  
PO BOX 2058  
MILWAUKEE, WI 53201





Chicago Title Insurance Company

**QUIT CLAIM DEED  
ILLINOIS STATUTORY**



202200000332

**DEBBIE GILLETTE**  
RECORDER - KENDALL COUNTY, IL

RECORDED: 1/6/2022 11:38 AM  
GCD: 57.00 RHSPS FEE: 10.00  
PAGES: 4

THE GRANTOR(S), **LEE R. FAULKNER and B. JANICE FAULKNER, husband and wife**, of the Town of Lac Du Flambeau, County of Vilas, State of Wisconsin for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, **CONVEY and QUIT CLAIM their Undivided one-half (1/2) Interest** to **MICHAEL A. FAULKNER & JILL E. MARSHALL-FAULKNER, husband & wife (GRANTEE'S ADDRESS)** 242 S. Batavia Avenue, Batavia, Illinois 60510 of the County of Kane, all interest in the following described Real Estate situated in the County of Kendall in the State of Illinois, to wit:

See Exhibit 'A' attached hereto and made a part hereof


**THIS IS NOT HOMESTEAD PROPERTY**


**SUBJECT TO:** covenants, conditions and restrictions of record, private, public and utility easements and roads and highways, general taxes for the year 2017 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s)

**Permanent Real Estate Index Number(s): 03-26-100-004**

**Address(es) of Real Estate: 1539 Collins Road, Oswego, Illinois 60543**

Dated this 14 day of December, 2021.

  
LEE R. FAULKNER

  
B. JANICE FAULKNER

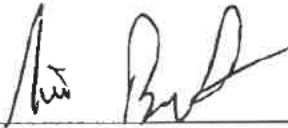
STATE OF WISCONSIN, COUNTY OF VILAS ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT LEE R. FAULKNER and B. JANICE FAULKNER, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 14 day of December, 2021

EXP. 7-7-25

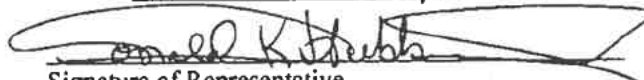
NICHOLAS BASTIN  
NOTARY PUBLIC  
STATE OF WISCONSIN



(Notary Public)

EXEMPT UNDER PROVISIONS OF PARAGRAPH  
4 (e) SECTION 31 - 45, REAL ESTATE TRANSFER  
TAX LAW.

DATE: December 8, 2021

  
Signature of Representative

Prepared By: Donald K. Hubbard  
637 North Avenue  
Batavia, Illinois 60510-1219

Mail To:  
Law Office of Donald K. Hubbard  
Donald K. Hubbard, Esq.  
637 North Avenue  
Batavia, IL 60510-1219

Name & Address of Taxpayer:  
MICHAEL A. FAULKNER and JILL E. MARSHALL-FAULKNER  
242 S. Batavia Avenue  
Batavia, Illinois 60510



**EXHIBIT 'A'**  
**Legal Description**

THAT PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 2000.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE 280.0 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 233.36 FEET; THENCE WESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, 280.0 FEET, THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE 233.36 FEET TO THE POINT OF BEGINNING IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS.



Debbie Gillette

Kendall County Clerk & Recorder

PLAT ACT AFFIDAVIT OF METES AND BOUNDS

STATE OF WISCONSIN )

)SS

COUNTY OF VILAS )

LEE R. FAULKNER, being duly sworn on oath, states that affiant resides at  
14335 N. INDIAN VILLAGE RD., LAKE DU FLAMME, WI, 54538 And further states that: (please check the appropriate box)

- A. ☐ That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being part of a larger tract of land; or  
B. ☒ That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons:  
(please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5.0 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into not more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance is of land described in the same manner as title was taken by grantor(s).

AFFIANT further states that     he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME

This 14 day of DEC., 2021.

Nicholas Bastin  
Signature of Notary Public

EXP: 7-7-25

NICHOLAS BASTIN  
NOTARY PUBLIC  
STATE OF WISCONSIN

Lee R. Faulkner  
Signature of Affiant

111 West Fox Street, Yorkville IL 60560-1498  
Tel: (630) 553-4104 • Fax: (630) 553-4119 • Email: Dgillette@co.kendall.il.us





202200009734

DEBBIE GILLETTE  
RECORDER - KENDALL COUNTY, IL

RECORDED: 6/6/2022 12:48 PM  
PAGES: 2

*Debbie Gillette*

Kendall County Recorder  
111 W Fox St.  
Yorkville IL 60560

### Recording Cover Page

This page added for the purposes of affixing Recording Information

- ☐ Deed \_\_\_\_\_
- ☐ Lien \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ UCC
- ☐ Plat

Remarks:

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**IN THE CIRCUIT COURT OF THE TWENTY-THIRD JUDICIAL CIRCUIT  
KENDALL COUNTY, ILLINOIS**

PEOPLE OF THE STATE OF ILLINOIS, )  
Plaintiff, )

CASE NO(S): 210V 21

vs. )

Michael Faulkner )  
Defendant, )

FILED IN OPEN COURT:

JAN 24 2022

State's Attorney JC

Defendant's Attorney NEW G. PROCHASKA

Court Reporter ER

Deputy Clerk ME

**ORDER**

This cause coming before the Court, the Court being fully advised in the premises, and having jurisdiction of the subject matter, the defendant:

☐ is present in open court ☐ is present in custody

☒ did not appear

☐ present with interpreter/language line ☐ Other \_\_\_\_\_

On Motion of ☐ Defendant ☐ Prosecution ☐ Court ☐ Agreement

Case Continued To \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ at \_\_\_\_\_ a.m. ☐ p.m. Courtroom No. \_\_\_\_\_

For ☐ Return with Attorney ☐ Set Preliminary Hearing ☐ Preliminary Hearing/Arraignment

☐ Pretrial ☐ Final Pretrial ☐ Trial Setting ☐ Final Trial Setting

☐ Bench Trial ☐ Final Jury Setting ☐ 402 Conference ☐ Setting of PTR

☐ Status Review \_\_\_\_\_

☐ Hearing on Motion/Petition to \_\_\_\_\_

The defendant has:

☐ waived right to preliminary hearing ☐ been arraigned instanter ☐ S.C.R. 402 admonishment

☐ been admonished of extended term ☐ been advised of trial/hearing in absentia

It is further ordered:

☐ Writ Continued ☐ Speedy Trial Told ☐ Subpoenas Continued

☐ Strike Future Dates ☐ Warrant quashed and recalled instanter (DOB: \_\_\_\_\_)

(Copy of Order to be sent to Ken Com by Circuit Clerk)

☐ Issue warrant forthwith, Bail set at \$ \_\_\_\_\_ ☐ 10% to apply ☐ Full Cash Bond

☐ Clerk to send bond forfeiture notice ☐ Judgment entered on bond forfeiture

☐ Copy of this order to be sent to: \_\_\_\_\_ ☐ Public Defender Appointed

☒ Other: Michael Faulkner failing to appear.

Judgment entered from 9/29/21 to 11/18/21

at \$500 per week (7 weeks). Judgment entered

Date: 1.24.2022 totaling \$3,500.

Judge [Signature]

Rev. 09/20

SA9



Property Information		
<b>Parcel Number</b> 03-26-100-004	<b>Site Address</b> 1539 COLLINS RD OSWEGO, IL 60543	<b>Owner Name &amp; Address</b> FAULKNER, MICHAEL A & JILL E MARSHALL 242 S BATAVIA AVE BATAVIA, IL, 60510
<b>Tax Year</b> 2021 (Payable 2022) ▼		
<b>Sale Status</b> None	<b>Neighborhood Code</b> Oswego TWP Nbhd	<b>Land Use</b>
<b>Property Class</b> 0040 - IMPROVED LOTS	<b>Tax Code</b> OS005 -	<b>Tax Status</b> Taxable
<b>Net Taxable Value</b> 61,553	<b>Tax Rate</b> 9.206480	<b>Total Tax</b> \$5,676.86
<b>Township</b> Oswego Township	<b>Acres</b> 0.0000	<b>Mailing Address</b>
<b>Tract Number</b>	<b>Lot Size</b> 233.36 X 280	<b>TIF Base Value</b> 0
<b>Legal Description</b> PT NW 1/4 SEC 26-37-8 COM SW COR NW 1/4 E 2000.9 TO POB, E 280, N 233.36 W 280, S 233.36 TO POB		

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	14,443	53,110	0	0	0	67,553
Department of Revenue	14,443	53,110	0	0	0	67,553
Board of Review Equalized	14,443	53,110	0	0	0	67,553
Board of Review	14,443	53,110	0	0	0	67,553
S of A Equalized	14,443	53,110	0	0	0	67,553
Supervisor of Assessments	14,443	53,110	0	0	0	67,553
Township Assessor	14,443	53,110	0	0	0	67,553
Prior Year Equalized	14,022	51,563	0	0	0	65,585

Billing			
	1st Installment (Due 06/08/2022)	2nd Installment (Due 09/08/2022)	Totals
Tax Billed		\$2,833.43	\$5,666.86
Penalty Billed		\$0.00	\$127.73
Cost Billed		\$0.00	\$0.00
Fees/Liens/SSA Billed		\$5.00	\$10.00
Total Billed		\$2,838.43	\$5,804.59
Amount Paid		\$0.00	\$0.00
Total Unpaid		\$2,838.43	\$5,804.59

No Forfeiture Information
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Exemptions						
Exemption Type	Requested Date	Granted Date	Renewal Date	Prorate Date	Requested Amount	Granted Amount
Owner Occupied	3/30/2010	3/30/2010	2/22/2021		6,000	6,000

No Farmland Information

No Genealogy Information

#### Related Names

**OWNER** FAULKNER, MICHAEL & JILL & FAULKNER LEE R  
& B JANICE  
1539 COLLINS RD  
OSWEGO, IL 60543

**Mailing Flags** Tax Bill Change Notice  
Delinquent Notice Exemption Notice

**OWNER** FAULKNER, MICHAEL A & JILL E MARSHALL  
242 S BATAVIA AVE  
BATAVIA, IL 60510

**Deed Document #** 2022-00332

**Mailing Flags** Tax Bill Change Notice  
Delinquent Notice Exemption Notice

#### Sales History

Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
1997	97002589	Deed	3/1/1997	PALMER, BRADLEY/JANE/ETAL.	FAULKNER, MICHAEL & JILL &	\$120,000.00	\$0.00	\$120,000.00

#### Redemption Information

	Year	Certificate	Type	Date Sold	Sale Status	Status Date	Penalty Date
▼	2020	2021-00235	Tax Sale	10/27/2021	Open Sale		10/27/2022
▼	2019	2020-00241	Tax Sale	11/10/2020	Open Sale		11/10/2022
▼	2018	2019-00244	Tax Sale	10/30/2019	Redeemed	5/10/2022	

Show 6 More

#### Taxing Bodies

District	Tax Rate	Extension
SCHOOL DIST 308	6.354970	\$3,911.67
OSWEGO FPD	0.671030	\$413.04
COUNTY	0.601570	\$370.29
JR COLLEGE #516	0.469830	\$289.19
OSWEGOLAND PARK DIST	0.460310	\$283.33
OSWEGO LIBRARY DIST	0.258130	\$158.89
FOREST PRESERVE	0.162010	\$99.72
OSWEGO ROAD DISTRICT	0.160560	\$98.83
OSWEGO TOWNSHIP	0.068070	\$41.90
<b>TOTAL</b>	<b>9.206480</b>	<b>\$5,666.86</b>



- SCHOOL DIST 308
- OSWEGO FPD
- COUNTY
- JR COLLEGE #516
- OSWEGOLAND PARK DIST
- OSWEGO LIBRARY DIST
- FOREST PRESERVE
- OSWEGO ROAD DISTRICT
- OSWEGO TOWNSHIP