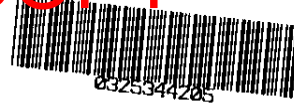


# UNOFFICIAL COPY



Doc#: 0325344205  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 09/10/2003 03:02 PM Pg: 1 of 3

RECORD AND RETURN ORIGINAL TO:

NORTHERN TRUST COMPANY  
50 SOUTH LASALLE STREET  
CHICAGO, ILLINOIS 60675

RECORD AND RETURN COPY TO:

REALTY SOURCE INC.  
1507 EAST 53<sup>rd</sup> STREET - SUITE 808  
CHICAGO, ILLINOIS 60615

## PROMISSORY NOTE

SEPTEMBER 7, 1996  
[Date]

COUNTRY CLUB HILLS  
[City]

ILLINOIS  
[State]

17951 HUNTLEIGH CT., #301 COUNTRY CLUB HILLS ILLINOIS 60478  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 52,986.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is THE NORTHERN TRUST COMPANY. I will make all payments under this Note in the form of cash, check, certified funds or money order at the option and direction of Lender. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month. I will make my monthly payment on the 1ST day of each month beginning on DECEMBER 1, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on OCTOBER 01, 2026, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date." I will make my monthly payments at 50 SOUTH LA SALLE STREET CHICAGO ILLINOIS 60675 or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$532.60.

### 4. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the

permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**5. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments and Receipt of Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 10{enter days before late charges are due under your State's laws} calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be [5 % of my overdue payment of principal and interest or 10.00 dollars for each late payment]. I will pay this late charge promptly but only once on each late payment. In no event will the late charge exceed the maximum amount allowed by the applicable state law.

Payments to the note holder shall not be considered made until received by the Note Holder at the address specified. Mailing is insufficient to constitute delivery to the Note Holder.

The number of days required for payment of a late charge shall not be considered as a grace period for the payment date required under this Note and the Borrower shall be default if the payment is not paid on the due date.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**LEGAL DESCRIPTION**

UNIT 4-301 17951 HUNTLEIGH COURT IN THE HAMPTON COURT CONDOMINIUM, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED OCTOBER 5, 1995 AS DOCUMENT NO. 95679316, AS AMENDED BY DOCUMENT 95823277 RECORDED NOVEMBER 29, 1995 AND AS MAY BE AMENDED FROM TIME TO TIME, IN THE NORTHEAST ¼ OF THE SOUTH EAST ¼ OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#: 28-34-402-022-1077

**6. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address. Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

8. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

9. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

(Seal) Brian Russell Smith  
Borrower

(Seal) Lisa Antoinette Smith  
Borrower

(Seal) Lisa A. Smith  
Redemptor / Settlor  
EIN # 357642765  
PREPAID

(Seal) Brian Russell Smith  
Redemptor / Settlor  
EIN # 341541272  
PREPAID

State of Illinois  
County of Cook

I, LINDEL H. FORBES being duly sworn, on oath depose and says that this instrument was acknowledged, signed, and sworn (or affirmed) before me on this 8<sup>th</sup> day of September, 2003 by: Brian R. Smith and Lisa A. Smith, in my jurisdiction.



Lindel H. Forbes  
Notary Public