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Doc#: 0426108082
Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 09/17/2004 12:53 PM Pg: 1 of 3

Installment Note

\$ 401,000.00 Chicago, Illinois June 1, 2004

FOR VALUE RECEIVED, we promise to pay to THE ORDER OF BEARER William & Barbara Mayer the principal sum of \$401,000.00 (FOUR HUNDRED ONE THOUSAND & 00/100) Dollars and interest from AUGUST 1, 2004, on the balance of principal remaining from time to time unpaid at the rate of 6% percent per annum payable in installments (including principal and interest) as follows: \$2,872.89 Dollars or more on the day 1st of AUGUST, 2004, and \$2,872.89 Dollars or more on the 1st day of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of JULY, 2024. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal; provided that each installment unless paid when due shall result in liquidated damages of:

1. \$ PER LATE PAYMENT, or
2. PERCENT OF THE TOTAL MONTHLY PAYMENT, or
3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT.

Said payments are to be made at 11428 S. Oakley Avenue, Chicago Illinois, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of N/A

The payment of this note is secured by a mortgage bearing even date herewith, to William A. Mayer & Barbara J. Mayer on real estate in the County of Cook, Chicago, Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at one due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case default shall occur and continue for three days (in which event election may be made at any time after the expiration of said three days, without notice) in the performance of any other agreement contained in said trust deed.

All parties hereto severally waived presentment for payment, notice of dishonor, protest and notice of protest.

Bryan V. Mayer
Bryan V. Mayer

Julie A. Mayer
Julie A. Mayer

SUBSCRIBED and SWORN to before me this 1st day of June, 2004.

Kevin J. Murphy
Notary Public



This Instrument Prepared by:

KEVIN J. MURPHY
ATTORNEY AT LAW
6420 W. 127TH STREET
SUITE 216
PALOS HEIGHTS, IL 60463
(708) 489-0600



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THE MORTGAGOR, BRYAN T. MAYER AND JULIE A. MAYER, husband and wife
of the City of Chicago in the County of Cook and
State of Illinois, MORTGAGE and WARRANT to WILLIAM A. MAYER
and BARBARA J. MAYER, of the City of Chicago
County of Cook and State of Illinois, to secure the payment
of a certain promissory note executed by BRYAN T. MAYER AND JULIE A. MAYER
bearing even date herewith, payable to the order of
WILLIAM A. MAYER AND BARBARA J. MAYER, OF
11428 S. Oakley, Chicago, IL 60655

the following described real estate, to wit:

LOT 5 AND THE NORTH 1/2 OF LOT 6 IN JOHN J. MACK'S RESUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN C.A. BOGUE'S ADDITION TO MORGAN PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 IN SECTION 24, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF REGISTERED AS DOCUMENT LR 1318969, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 11410 S. WESTERN AVENUE, CHICAGO, IL 60643
PERMANENT REAL ESTATE INDEX NUMBER: 24-24-225-006-000

situated in the County of COOK, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

If default be made in the payment of the said promissory note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of said principal sum and interest, secured by the said promissory note in this mortgage mentioned, shall thereupon, at the option of the said mortgagee s, their heirs, executors, administrators, attorneys or assigns, become immediately due and payable; and this mortgage may be immediately foreclosed to pay the same by said mortgagee s, their heirs, executors, administrators, attorneys or assigns; and it shall be lawful for the said mortgagee s, their heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

Upon the filing of any complaint to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint NOT APPLICABLE or any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and costs herein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and XXXXXXXXXXXXXXXXXXXX dollars attorneys' fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the principal of said note whether due and payable by the terms thereof or not, and the interest thereon.

Dated this 1ST day of JUNE, 2004, XXXXXXXXXX

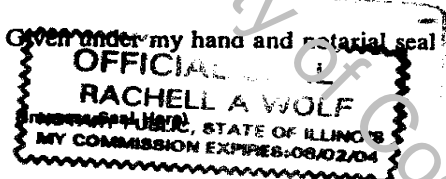
Bryan T. Mayer (SEAL)
Julie A. Mayer (SEAL)
JULIE A. MAYER (SEAL)

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STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, RACHELL A. WOLF, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BRYAN T. MAYER AND JULIE A. MAYER,
husband and wife

personally known to me to be the same persons whose names 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 notarial seal this 1st day of June, 2004, ~~19~~xxxx.

Rachell A. Wolf
Notary Public
Commission Expires 08/15/2004

This Document Prepared by:

KEVIN J. MURPHY
ATTORNEY AT LAW
6420 W. 127TH STREET
SUITE 216
PALOS HEIGHTS, IL 60463
(708) 489-0600

Real Estate Mortgage

WILLIAM A. MAYER

BARBARA J. MAYER

TO

BRYAN T. MAYER

JULIE A. MAYER