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Doc#: 0630418131 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/31/2008 04:58 PM Pg: 1 of 4

**PROMISSORY NOTE**

Property Address: 3800 N. Lake Shore Drive, Unit 12A  
Pin No: 14-21-103-030-1012

**Please Mail To:**

Mr. Patrick Arbor  
Shatkin Arbor, Inc.  
141 W. Jackson Blvd.  
Suite 300  
Chicago, IL 60604

**This Instrument Prepared By:**

Illinois Closing Central, L.L.C.  
Mazie Harris  
Attorney at Law  
400 E. South Water St., Suite 2809  
Chicago, IL 60601  
(312) 228-4222

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Instrument prepared by:  
**MAZIE HARRIS**  
 Attorney at Law  
 ILLINOIS CLOSING CENTRAL, L.L.C.  
 400 E. South Water ST, STE 2909  
 CHICAGO, IL 60601

**PROMISSORY NOTE**

By and through this PROMISSORY NOTE, made this 31<sup>st</sup> day of October, 2006,

I, **Frank Goldstin & Stephen Bruss** ("Borrower"), promise to pay **Shatkin Arbor, L.L.C.**, ("Lender"), located at 141 W. Jackson Blvd, Suite 300, Chicago, IL 60604, the sum of \$100,000.00 (One Hundred Thousand Dollars and No/Cents) plus interest of 9 ¼ percent, which represents the entire Agreement.

I hereby acknowledge that this Note is made by me freely and voluntarily, without duress or coercion, and is to serve as a lien recorded against the real property commonly known as 3800 N. Lake Shore Drive, Unit 12A, Chicago, IL 60613 (See Attached Legal Description), until such time that this note shall be satisfied by the full payment of principal and accrued interest on or before, but no later than **March 1, 2007**. The Parties to this Agreement can elect to renew the loan according to the above listed terms. If the loan is renewed, Borrower agrees to pay the accrued interest on March 1, 2007 and execute a new Promissory Note, subject to the same agreed upon terms.

I further agree that this Note shall not be discharged in any bankruptcy proceedings, or by my death.

**ATTORNEY'S FEES.** If this Note is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower shall pay Lender all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

**SEVERABILITY.** If any provision of this Note or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

**DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations under this Note.


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**CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

**GOVERNING LAW.** This Note shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois.

Borrower is responsible for all obligations represented by this Note.

EXECUTED this 31<sup>st</sup> day of October, 2006.

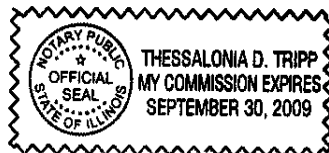
  
\_\_\_\_\_  
Frank Goldstin

  
\_\_\_\_\_  
Stephen Bruss

SUBSCRIBED AND SWORN TO  
Before me this 31<sup>st</sup> day of

October, 2006

  
\_\_\_\_\_  
NOTARY PUBLIC



Property of Cook County Clerk's Office

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**LEGAL DESCRIPTION**  
**3800 N. LAKE SHORE DRIVE, UNIT 12A**  
**PIN NO. 14-21-103-030-1012**

PARCEL 1:

LOTS "B" AND "C" IN THE SUBDIVISION OF LOTS 1 AND 23 IN BLOCK 4 IN PELEG HALL'S ADDITION TO CHICAGO IN THE NORTH WEST FRACTIONAL  $\frac{1}{4}$  OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID PREMISES THAT PORTION THEREOF WHICH IS EMBRACED WITHIN THE STREET KNOWN AS SHERIDAN ROAD AS LOCATED BY THE PLAT RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON MARCH 5, 1896 IN BOOK 69 OF PLATS PAGE 41), IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

LOT 22 IN BLOCK 4 IN PELEG HALL'S ADDITION TO CHICAGO BEING A SUBDIVISION OF LOTS 1, 2 AND 3 IN HUNDLEY'S SUBDIVISION OF LOTS 3 AND 21 AND 33 TO 37 IN PINE GROVE IN THE NORTH WEST FRACTIONAL  $\frac{1}{4}$  OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24647550, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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