

3043

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Doc#: 0632411043 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/20/2008 11:01 AM Pg: 1 of 3

## PROMISSORY NOTE & SECOND MORTGAGE

October 6, 2006

\$16,000.00  
Chicago, Illinois

060703900061

1. **BORROWER'S PROMISE TO PAY.**

GENES COX, JR. and EARLENE COX, referred to herein as "MAKERS," agrees to pay to the Order of ETHALENE TOLBERT, referred to hereinafter as "HOLDER," or order, the sum of \$16,000.00 (Sixteen Thousand and 00/100 dollars).

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 not be charged on the unpaid principal. Assessment of interest will be waived in order to keep the Buyer's monthly payments at a level acceptable to lender until the full amount of principal has been paid. I will pay interest at a yearly rate of 6% amortized over 30 years, with a 3 Year BALLOON.

3. **PAYMENTS.**

I will pay principal only by making payments every month. I will make monthly payments on the 1<sup>st</sup> day of each month beginning on November 1, 2006, in the amount of \$95.93 per month for a period of 3 years. On October 31, 2009 the unpaid balance of \$15,373.45 will be due.

4. **BORROWER'S RIGHT TO PAY.**

I have the right to make payments of principal at anytime or more they are due. A payment of principal only is known as a "prepayment." I will inform the Note Holder in writing when making a prepayment. I may make a full prepayment or partial prepayments without any charge for prepayment. The Note Holder will make use of all of our prepayments to reduce the amount of principal that I may owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of our monthly payment unless the Note Holder agrees in writing to those changes.

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

(A) **Late Charges Overdue Payments.** I will pay the Note Holder a late charge if the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the due date. The amount of the late charge will be 5.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once each late payment.

(B) **Default.** I will be in default if I do not pay the full amount of each monthly payment on the due date. In the event the Maker defaults or fails to pay as required by this Note, the Note Holder shall have the right to foreclose on 20154 Willow Drive, Lynwood, Illinois. Attached to this Second Mortgage/Note as "Exhibit A" is the legal description of the property.

(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 the amount. That date must be at least 30 days after which the notice is delivered or mailed to me.

Attorneys' Title Guaranty Fund, Inc  
1 S Wacker Dr., STE 2400  
Chicago, IL 60606-4650  
Attn: Search Department

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C.F.

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(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 I 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 law. Those expenses include but are not limited to reasonable attorney's fees and court costs

6. **GIVING OF NOTICES.** Unless applicable law requires otherwise, any notice that must be given to me under this Notice by delivering it or by mailing it by first class mail at such address as shall be provided to the Note Holder by me. Any notice that must be given to the Note Holder under this Note will be given by the Note Holder at the address given to me by the Note Holder.

Witness the Hand(s) And Seal(s) of the Undersigned

Date: October 6, 2006.

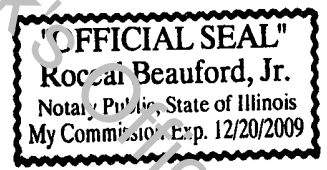
Genes Cox Jr. (SEAL)  
 GENNES COX, JR.  
Earlene Cox (SEAL)  
 EARLENE COX

State of ILLINOIS  
County of COOK

I, ROCEAL BEAUFORD, JR., Notary Public, hereby certify that GENNES COX, JR. & EARLENE COX, personally known to me to be the same persons whose name are signed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed this instrument as their free and voluntary act, for the uses and purposes set forth.

Given under my hand and official seal this 6 day of October, 2006.

Rocael Beauford Jr.  
NOTARY PUBLIC



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## EXHIBIT 'A'

### LEGAL DESCRIPTION

UNIT 83 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE LYNWOOD TERRACE CONDOMINIUM NO. 4, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 21969531, IN SECTION 7, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 20154 WILLOW DRIVE, LYNWOOD, ILLINOIS 60411

P.I.N.: 33-07-316-014-1007

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