

UNOFFICIAL COPY



0635522213

Doc#: 0635522213 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/21/2006 04:37 PM Pg: 1 of 4

NOTICE

The attached Agreement and Promissory Note between **VESTA INVESTMENTS, LLC**, Seller and **NIKKI BRUCE**, Buyer, dated May 24, 2006, is being recorded to give notice that the Seller claims an interest in the property described below pursuant to the Promissory Note attached to this notice.

The Buyer has not performed under the terms of the Agreement and refuses to pay the Holder of the Note under the terms of the Note, failure to pay entitles the Holder additional interest on the entire unpaid principal sum of \$6,200.00 at the rate of 24% or maximum rate of interest by law. Until the Note, interest, expenses are paid and a release is executed and recorded, Vesta Investment, LLC claims an interest in this property and any proceeds therefrom.

Dated Dec 8, 2006

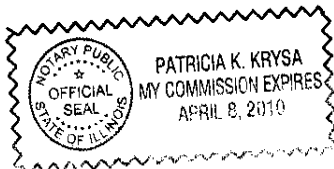
VESTA INVESTMENTS, LLC

[Signature]
Claimant

SEE ATTACHED FOR LEGAL AND PIN

STATE OF ILLINOIS)
COUNTY OF Cook

I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **JOSEPH E. WANNER**, personally known to me a member of **VESTA PROPERTY DEVELOPMENT, LLC.**, a limited liability company organized and operated under the laws of the State of Illinois, and 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 severally acknowledged that as its member, he signed and delivered the said instrument, pursuant to authority given by the corporation, as his free and voluntary act, for the uses and purposes therein set forth. Subscribed and sworn to before me this 8th day of December 2006.



[Signature]
Notary Public

PREPARED BY:
Robert R. Ekroth
Ekroth & Osborne, Ltd.
15 Salt Creek Lane Ste 122
Hinsdale, Illinois 60521

MAIL TO:
Ekroth & Osborne, Ltd.
15 Salt Creek Lane Ste 122
Hinsdale, Illinois 60521



[Handwritten notes: P4, MY, BML, 40]

[Handwritten mark: 405]

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Attached and made a part of

20-21-302-037-0000

THE EAST 120 FEET OF LOT 25 AND THE EAST 120 FEET OF THE SOUTH 15 FEET OF LOT 26 (EXCEPT THAT PART OF SAID PROPERTY IF ANY FALLS IN THE WEST 40 FEET OF LOTS 25 AND 26, AFORESAID) IN BLOCK 1 IN SMITH'S ADDITION TO NORMALVILLE, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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AGREEMENT

This agreement dated May 24, 2006 between the Seller, **VESTA INVESTMENTS, LLC**, and the Buyer, **NIKKI BRUCE**, for the purchase of the property located at 6758 S. Lowe Avenue, Chicago, Illinois 60621.

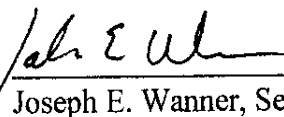
WHEREAS, the Seller agrees to lower the closing price from \$175,000.00 to \$170,000.00 with the stipulation that on or before August 20, 2006 the Buyer will pay back to the Seller the total sum of Six thousand two hundred dollars (\$6,200.00) in a cashiers or certified form.

WHEREAS, Buyer agrees to sign a note prepared by Seller's attorney which evidences the loan.

WHEREAS, if the Buyer does not pay back the loan plus interest of Six thousand two hundred dollars (\$6,200.00) by August 20, 2006 a lien will be placed on the property for Six thousand two hundred dollars and any costs incurred by Seller including but not limited to, attorney's fees, in collecting the Six thousand two hundred dollars to be paid by the Buyer.

THEREFORE, both parties agree as of this date, to the terms of this agreement and sign below in acknowledgment of said agreement.

Vesta Investments, LLC



Joseph E. Wanner, Seller



Nikki Bruce, Buyer

UNOFFICIAL COPY**PROMISSORY NOTE****Principal: \$ 5,000.00****Due Date: August 20, 2006**May 24, 20 06

FOR VALUE RECEIVED, NIKKI BRUCE, (Maker), of 18206 S. Hart Dr. Homewood, Illinois, 60430, promises to pay to the order of **VESTA INVESTMENTS, LLC**, (Holder), the principal sum of this Note, together with all interest accrued and unpaid thereon on or before August 20, 2006, at which time Six Thousand two hundred dollars (\$6,200.00) shall be due Vesta Investments, LLC.

This is a business loan being made to Nikki Bruce, Maker, to enable the purchase of investment real estate located at 6758 S. Lowe, Chicago, Illinois 60621 from Vesta Investments, LLC, the Holder of this Note.

Maker does hereby agree that upon the failure of Maker to pay the Debt in full on the Maturity Date, Holder shall be entitled to receive and Maker shall pay interest on the entire unpaid principal sum at the rate of 24% per annum or at the maximum rate of interest which Maker may by law pay, whichever is lower, to be computed from the date payment is due (August 20, 2006) until the actual receipt and collection of the Debt. This charge shall be added to the Debt. This clause, however, shall not be construed as an agreement or privilege to extend the date of the payment of the Debt, nor as a waiver of any other right or remedy accruing to Holder by reason of the occurrence of any Event of Default.

And to secure the payment of said amount, the undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after maturity, and confess a judgment, without process, in favor of the holder of this note, for such amount as may appear to be unpaid thereon, together with reasonable costs of collection, including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

If this instrument is signed by more than one person, all obligations and authorizations hereunder shall be joint and several. All parties hereto severally waive presentment for payment, notice of dishonor and protest.

MAKER/BORROWER

