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Doc#: 0701911002 Fee: \$54.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 01/19/2007 09:21 AM Pg: 1 of 4

**BALLOON FIXED RATE PROMISSORY NOTE**

**U.S. \$45,000.00**

**Chicago, Illinois**

**Date 7/1/05**

FOR VALUE RECEIVED, the undersigned, **Phillip R Kasik**, Individually, (hereinafter "Borrower"), hereby promises to pay to the order of William J Heavey the principal sum of **\$45,000.00** (**FOURTY FIVE THOUSAND DOLLARS**, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of **five percent (5%)** per annum in consecutive monthly installments of **THREE HUNDRED AND SEVENTY FIVE DOLLARS (\$375.00)**, OR MORE, ON THE First (<sup>15<sup>th</sup></sup>) day of each and every month thereafter until said principal sum of **FOURTY FIVE THOUSAND DOLLARS (\$45,000.00)**, and any all accrued interest is fully paid, except that the final payment of said principal sum, and any and all accrued interest if not sooner paid, shall be due on First (1<sup>st</sup>) day of the last month of the tenth (10<sup>th</sup>) year, following the signing of this agreement. Payment on account of the indebtedness evidenced by this Note shall be first applied to interest on the unpaid balance and remainder to principal. Interest shall be computed on THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

Any payment due hereunder not paid within **TEN (10) days** of when due shall be determined as late, and as a result shall bear a late charge of **FIVE PERCENT 5%** of said payment in addition to any and all interest otherwise payable hereunder.

This Note may be prepaid in whole or in part at anytime without penalty. Each such, prepayment shall be accompanied by any and all accrued interest, costs or other fees due pursuant hereto through the date fixed for such prepayment.

Payment of this Note is secured by, a Mortgage bearing even date herewith from the Borrower to 201 Dover LaGrange, IL 60526 on residential real estate (hereinafter "Collateral Documents"), the terms of which are hereby incorporated herein. This Note and the holder hereof are entitled to all of the benefits and security afforded by such Collateral Documents. This Note may be declared due prior to its expressed maturity in the events and on the terms and in the manner provided for in said Collateral Documents and as provided herein.

This Note shall be governed and construed in accordance with the laws of the State of Illinois. The Borrower hereby waives presentment for payment, notice of dishonor, protest, and notice of protest.

(1)

*(Signature)* 7-1-05

*P*  
*4LC*

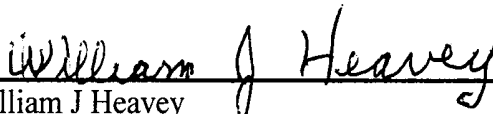

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In the event Borrower hereof shall sell, convey, or enter into an Installment Agreement for Warranty Deed, or otherwise alienate the property described in the Mortgage securing this Note, or by conveyance into a land trust, assignment of beneficial interest or otherwise, or any part thereof, or any interest therein in any manner or way whether voluntarily or involuntarily, without the written consent of the owner of this Note being first obtained, which consent maybe unreasonably withheld, said Note owner, to the fullest extent provided by law, shall have the right at its option to declare any indebtedness or obligation secured hereby irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

If Borrower defaults hereunder or under the Mortgage security this Note, or if any payment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than **THIRTY (30) DAYS** from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default hereunder, or under the terms of the Collateral Documents securing this Note, Borrower promises to pay interest to the holder hereof at the rate of **FIVE per cent (5%)** of the agreed interest on the date of default. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower acknowledges, represents, and warrants that the proceeds of this Note shall be used solely for residential purposes. Each and every representation, warranty and indemnity set forth in the Mortgage securing this Note is hereby incorporated herein. This Note and all representations, warranties, indemnities and obligations set forth in the Mortgage secured hereby, shall be the joint and several obligation of all makers and guarantors, and shall be binding on them, their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at such address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

 William J Heavey	7-1-05 Date: 7/1/05
 Phillip R Kasik	7-1-05 Date: 7/1/05

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State of Illinois,

County of Cook SS}

I, Christine M. Perrone a Notary Public in and for said state do hereby certify that

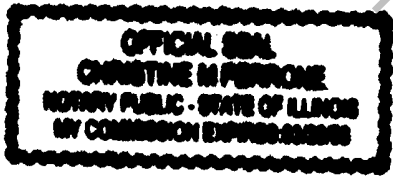
William J. Heavey and  
Phillip R. Kassik

Personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this 1<sup>st</sup> day of July, 2005.

My Commission Expires:

Christine M. Perrone (Seal)  
Notary Public



Property of Cook County Clerk's Office

0605382

Return to:  
William J. Heavey  
5639 N. Milwaukee Avenue  
Chicago, IL 60646

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## Exhibit "A" LEGAL DESCRIPTION

**LOT 15 IN BLOCK 7 IN EDGEWOOD PARK, A SUBDIVISION IN SECTION 32, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 1, 1925 AS DOCUMENT 9053229 IN COOK COUNTY, ILLINOIS.**

**COMMONLY KNOWN AS: 201 North Dover Avenue La Grange, IL 60526**

**PARCEL ID #: 13-05-226-002-0000**

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