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0705231092

Doc#: 0705231092 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/21/2007 03:31 PM Pg: 1 of 4

**PROMISSORY NOTE &
SECOND MORTGAGE
LANGHAM
7326 SO. ABERDEEN ST.
CHGO, IL 60621
PIN# 20-29-217-035-0000
06BAR 06831**

Property of Cook County Clerk's Office

4LL

Chicago

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06BANK06831 (2nd) PROMISSORY NOTE & SECOND MORTGAGE

February 7, 2007

\$13,500
Chicago, Illinois

SEE LEGAL ATTACHED

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

EDWARD LANGHAM, referred to herein as "MAKER," agree to pay the Order of MICHAEL FLEMING, referred to hereinafter as HOLDER," the sum of \$13,500.00 (Thirteen Thousand five hundred 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 be charged on the unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 5.5%, Amortized over 30 years, with a 5-YEAR BALLOON.

3. **PAYMENTS.**

I will pay principal and interest by making payments every month. I will make monthly payments on the 1st day of each month beginning on March 1, 2007, in the amount of \$ 76.65 per month for a period of 60 MONTHS. On April 1, 2012, the unpaid balance of \$12,558.91 will be due.

4. **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% 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 16940 Old Elm Street, Country Club Hills, Illinois 60478. Attached to this Second Mortgage/Note, as "Exhibit A" is the legal description of the property.

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(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 that 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.

(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 late 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

5. 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: FEBRUARY 7, 2007

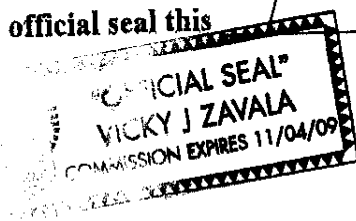
[Signature] (SEAL)
[Signature] (SEAL)

PREPARED BY:
JOSEPH TALARICO
15000 S CICERO
OAK FOREST, IL
60452

State of ILLINOIS
County of COOK

I, Vicky S. Zavala, Notary Public, hereby certify that EDWARD LANGHAM, personally known to me to be the same person he signed this instrument as his free and voluntary, appeared before me this day in person and acknowledged that he signed this instrument as his free and voluntary act, for the uses and purposes set forth.

Given under my hand and official seal this 7 day of February, 2007.



[Signature]

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LEGAL DESCRIPTION

Lot 11 in Block 1 in Samuel Eichberg's Subdivision of the North 1/2 of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 7326 South Aberdeen Street, Chicago, IL 60621
PIN: 20-29-217-035-0000

Property of Cook County Clerk's Office