

UNOFFICIAL COPY

ORIGINAL

PROMISSORY NOTE



Doc#: 0712331050 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/03/2007 11:35 AM Pg: 1 of 3

Above Space for Recorder's Use
only

\$102,067

May 24, 2006, Barrington, Illinois

FOR VALUE RECEIVED, the undersigned, **James Lundmark and David Thoma, both of Barrington Hills, Illinois**, (collectively hereinafter, "Maker"), **individually, jointly and severally** promise to pay to **Thomas A. O'Donnell, Jr., of Barrington, Illinois** (hereinafter "Holder"), or order, at whatever place Holder shall designate in writing, the principal sum of **ONE HUNDRED TWO THOUSAND SIXTY SEVEN DOLLARS (\$102,067)**, with interest, in lawful money of the United States of America, payable as follows:

The balance of this Note shall be payable no later than October 18, 2006. Any unpaid balance shall incur interest at the annual rate of 10% (ten percent) per annum. Said interest shall be compounded daily beginning on April 18, 2006 until any unpaid balance of interest and principal is paid in full.

Maker shall have the right at any time or from time to time to pay all or a portion of the principal and accrued interest of this Note without premium or penalty. Prepayments shall apply first to accrued interest, and then to principal.

Should suit be brought to recover on this Note, or should this Note be placed in the hands of an attorney for collection, Maker promises to pay all attorney fees and costs incurred in connection with the suit or collection effort. This Note shall be governed by, and construed in accordance with, the laws of the State of Illinois, and suit on this Note may be brought in the Circuit Court of Cook County, Illinois, and for this purpose Maker hereby expressly consents to the jurisdiction of said court.

Failure of Holder to exercise any option under this Note shall not constitute a waiver of the right to exercise the same in the event of any subsequent default, or in the event of a continuance of any existing default.

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Maker waives demand, diligence, presentment for payment, protest, and notice of demand, protest, nonpayment, and exercise of any option under this Note. Maker further agrees that the granting without notice of any extension or extensions of time for payment of any sum or sums due under this Note, or for the performance of any covenant, condition or agreement of this Note, shall in no way release or discharge the liability of Maker.


To secure the payment of this Note, Maker hereby authorizes, irrevocably, any attorney at any court of record to appear for Maker in such court in term, time, or vacation, at any time after maturity or acceleration, 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, costs of investigation, and court costs, and to waive and release all errors which may intervene in any such proceeding, and consent to immediate execution upon said Judgment, thereby ratifying and confirming all that said attorney may do by virtue thereof.

Time is of the essence of this Note, and each and every term and provision of this Note.

By:


James Lundmark
SSN _____

5/26/06
date


David Thoma
SSN 329 46 6642

5/23/06
date

STATE OF ILLINOIS)
County of Cook) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James Lundmark and David Thoma, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 26 day of May, 2006.


Notary Public



Prepared by: Thomas A. O'Donnell, Jr., 1250 S. Grove Ave., Ste 300
Barrington, IL 60010
Once Recorded Mail to: Thomas A. O'Donnell, Jr., 1250 S. Grove Ave.,
Ste. 300 Barrington, IL 60010

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PIN: 01-12-107-018

PARCEL 1:

THE NORTH 217 FEET OF THE WEST 207 FEET OF THE EAST 560.05 FEET AS MEASURED ALONG THE EAST AND NORTH LINES OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY MUTUAL GRANT OF INGRESS AND EGRESS EASEMENT BY AND BETWEEN HEALTH QUEST REALTY XII, AN INDIANA GENERAL PARTNERSHIP AND THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, AS TRUSTEE UNDER TRUST NO. 563 DATED APRIL 30, 1984 AND RECORDED MAY 1, 1984 AS DOCUMENT 27065750 FOR INGRESS AND EGRESS OVER THE LAND AND OTHER PROPERTY:

(A) THE SOUTH 14 FEET OF THE NORTH 217 OF THE WEST 510.00 FEET OF THE EAST 560.05 FEET, AS AMENDED ALONG THE EAST AND NORTH LINES RESPECTIVELY, OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART THEROF FALLING IN PARCEL 1 AFORESAID), IN COOK COUNTY, ILLINOIS;

(B) THE SOUTH 14 FEET OF THE NORTH 231 FEET OF THE WEST 510.00 FEET OF THE EAST 560.05 FEET, AS MEASURED ALONG THE EAST AND NORTH LINES RESPECTIVELY, OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS