

# UNOFFICIAL COPY

Prepared By:

Matthew A. McGill, Esq.  
Harlow Adams & Friedman  
300 Bic Drive  
Milford, CT 06461



0731954016

Doc#: 0731954016 Fee: \$36.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/15/2007 11:39 AM Pg: 1 of 7

When Recorded

Mail to:

Harlow, Adams & Friedman  
300 Bic Drive  
Milford, CT 06461

RE: 0709-29019  
(Courtesy Recording)

7

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## ILLINOIS STATUTORY MORTGAGE

The Mortgagor CSO, LLC, an ILLINOIS limited liability company, mortgages and warrants to the United Trust dated September 18, 1996, as amended, to secure the payment of \$966,975.03 at a rate of 4.89 percent, per annum, due on or before November 2, 2020, as evidenced by that certain promissory note ("Note") of even date herewith, a copy of said Note is attached hereto as Exhibit A, the following described real estate, situated in the County of Cook, in the State of Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND  
MADE PART HEREOF AS EXHIBIT B

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

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Mortgagor has executed this instrument on this the 25<sup>th</sup> day of October, 2007.

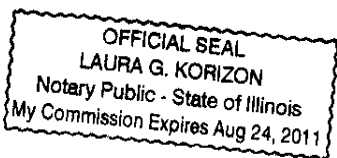
CSO, LLC  
an Illinois limited liability company,

By *Robert DiMucci*  
Robert DiMucci:  
Its: Manager

STATE OF ILLINOIS            )  
  ) ss. Palatine  
COUNTY OF COOK            )

I, *Laura G. Korizon*, a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that Robert DiMucci, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Manager of CSO, LLC, an ILLINOIS limited liability company, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purpose and in the capacity (if any) therein set forth on behalf of said Illinois limited liability company.

GIVEN under my hand and notary seal this 25<sup>th</sup> day of October 2007.



*Laura G. Korizon*  
Notary Public

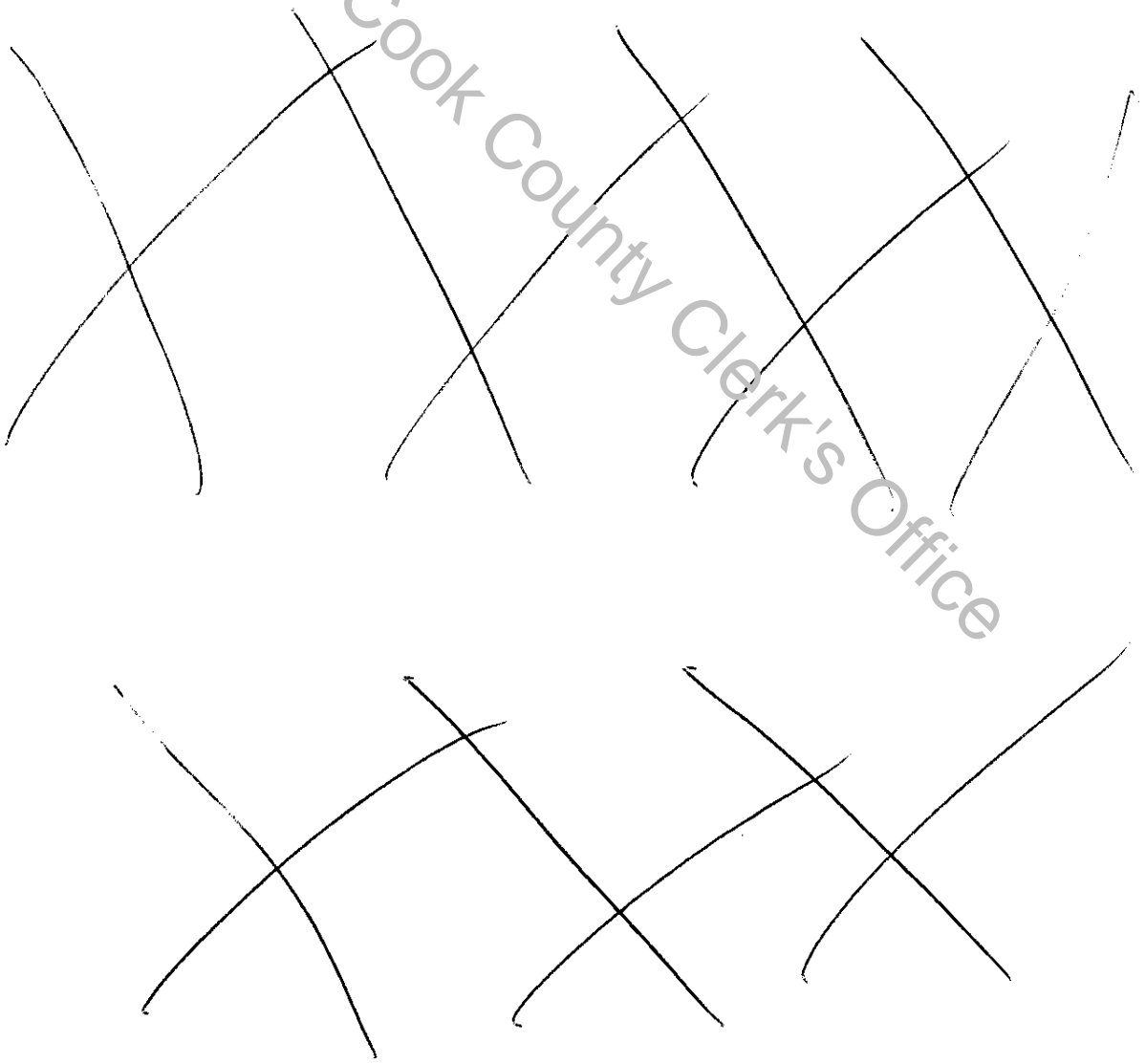
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EXHIBIT A

PROMISSORY NOTE

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**UNOFFICIAL COPY****PROMISSORY NOTE**

\$966,975.03

November 2, 2007  
Palatine, Illinois

FOR VALUE RECEIVED, CSO, LLC, an Illinois limited liability company, having a mailing address of 201 W. Dundee Road, Palatine, Illinois 60074, its successors, assigns, nominees, or designees (the "Maker") promises to pay to the order of the UNITED TRUST dated September 18, 1996, as amended, (the "Holder") having a mailing address of P.O. Box 111418 Naples, Florida 34108 or at such other place as the Holder shall from time to time designate, the sum of Nine Hundred Sixty-Six Thousand Nine Hundred Seventy-Five and 03/100 Dollars (\$966,975.03), together with interest on the outstanding principal balance hereof at the rate of 4.89% per annum (the "Interest Rate"), together with all taxes levied or assessed on this Note or the indebtedness evidenced hereby against the Holder, and together with all reasonable costs, expenses and attorney's and other professional fees incurred in any action to collect this Note or to enforce, protect, preserve, defend or foreclose any mortgage, security agreement or other agreement securing this Note in accordance with the terms and conditions as follows:

- (i) Commencing on November 2, 2008 and on the second (2nd) day of November, 2009 and 2010, Maker shall make payments of interest only at the Interest Rate on the outstanding principal balance hereof
- (ii) Commencing on November 2, 2011 and continuing annually thereafter until the Maturity Date (hereinafter defined), Maker shall make payments of interest on the outstanding principal hereof and principal in an amount sufficient to repay the indebtedness evidenced by this Note as if amortized over a thirty (30) year period.
- (iii) Unless sooner paid, the entire outstanding indebtedness evidenced by this Note, including but not limited to all outstanding and unpaid interest as herein provided, shall be due and payable in full on November 2, 2020 (the "Maturity Date").

Principal may be paid or prepaid in whole or in part at any time hereunder without penalty. Any prepayment shall be applied first to unpaid and accrued interest and then to principal.

In the event of Maker's failure to pay any installment of principal and/or interest, and/or to pay any other sum due hereunder for more than fifteen (15) business days after the date it is due and payable, a late charge equal to five percent (5.00 %) of such late payment shall be assessed against Maker and shall be due and payable immediately.

Failure by the Holder to insist upon the strict performance by Maker of any terms and provisions herein shall not be deemed to be a waiver of any terms and provisions herein, and the Holder shall retain the right thereafter to insist upon strict performance by the Maker of any and all terms and provisions of this Note or any document securing the repayment of this Note.

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The Maker and all others who may become liable for all or any part of this obligation, do hereby agree that their liability hereunder shall be joint and several and hereby waive demand, presentment for payment, protest, notice of protest and notice of nonpayment of this Note, and to the release of any party or parties liable hereon, all without affecting the liability of the other persons, partnerships or corporations or other entities liable for the payment of this Note.

MAKER ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY WAIVES ANY AND ALL RIGHTS TO ANY PRIOR NOTICE OR PRIOR OPPORTUNITY FOR A HEARING THAT IT MAY HAVE UNDER THE LAWS OF THE STATE OF ILLINOIS OR ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH HOLDER OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE. MAKER FURTHER WAIVES THE POSTING OF ANY BOND IN CONNECTION WITH ANY PREJUDGMENT REMEDY SOUGHT BY HOLDER. THE MAKER FURTHER AUTHORIZES THE ATTORNEY FOR ANY HOLDER OF THIS NOTE TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER. MAKER ACKNOWLEDGES THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH THEIR ATTORNEY.

THE MAKER HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH THIS NOTE OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS NOTE IS A PART AND/OR THE DEFENSE OR ENFORCEMENT OF ANY OF HOLDER'S RIGHTS OR REMEDIES. MAKER ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH ITS ATTORNEY.

If any term or provision of this Note or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Note, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Note shall be valid and enforceable to the fullest extent permitted by law.

This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

MAKER  
CSO, LLC

By:   
Robert DiMucci, Manager

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## EXHIBIT B

### LEGAL DESCRIPTION

LOT 1 IN TWIN LAKES SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 02-24-106-023-0000

COMMONLY KNOWN AS 415-425 CREEKSIDE DR., PALATINE, IL 60074

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