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Doc#: 0809839017 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/07/2008 09:55 AM Pg: 1 of 4

Property of NOTE
PROMISSORY

Cook County Clerk's Office

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Promissory Note

Dollar Amount: \$100,000.⁰⁰ Dated: 4-4-2008
 Total Principal Amount: \$100,000.⁰⁰ State of: ILLINOIS

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of THE MIDAS TOUCH LANDSCAPING INC., the sum of ONE HUNDRED THOUSAND Dollars (\$ _____), together with interest thereon at the rate of FIVE percent (5%) per annum on the unpaid balance. Said sum shall be paid in the manner following:
SHALL BE PAID IN FULL FOR THE CONSTRUCTION AND LANDSCAPE DESIGN PROJECT AT 7718 S. RIDGELAND CHICAGO, IL. 60649

All payments shall be first applied to interest and the balance to principal. All prepayments shall be applied in reverse order of maturity. This note may be pre-paid at any time, in whole or part, without penalty. This note shall at the option of any holder hereof be immediately due and payable upon the occurrence of any of the following:

1. Failure to make any payment due hereunder within 30 days of its due date.
2. Breach of any condition of any security interest, mortgage, pledge agreement or guaranty granted as collateral security for this note.
3. Breach of any condition of any security agreement or mortgage, if any, having a priority over any security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note.
4. Upon the death, dissolution or liquidation of any of the undersigned, or any endorser, guarantor or surety hereto.
5. Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or for relief under any provisions of the Bankruptcy Code; or by suffering an involuntary petition in bankruptcy or receivership not vacated within 30 days.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of FIVE percent (5%) of said payment or FIVE THOUSAND Dollars (\$ 5000.⁰⁰). All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

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Signed in the presence of:

Witness: DEBORAH THOMPSON Borrower: DEBORAH THOMPSON

Witness: _____ Borrower: Deborah Thompson

On THIS 4TH DAY OF APRIL 2008, before me, Deborah Thompson, appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Cynthia M Westerman
Signature of Notary

Affiant Known Produced ID
Type of ID IL Drivers License
(Seal)



GUARANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.

In the presence of:

Witness: ELLIS SMITH Guarantor: THE NYNAS TOUCH LANDSCAPING INC.

Witness: Ellis Smith Guarantor: Ellis Smith

On April 4, 2008, before me, Ellis Smith, appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary



Affiant Known Produced ID
Type of ID IL Drivers License
(Seal)

202531802670012660510

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AREA	SUB-AREA	BLOCK	PARCEL	CODE	WAR-RANT	ITEM	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX	SEC. 33
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OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME [REDACTED]

263

AREA	SUB-AREA	BLOCK	PARCEL	TAX CODE	LOT	SUB-LOT	LOT	BLOCK
20	25	318	26	7001				
JAS STINSONS				25	38	14		
SUB)SOUTHFIELD A SUB OF								
BLKS 17T019 & 22T024 & 26T0							7)22	32
							8)	

N $\frac{1}{2}$

AREA	SUB-AREA	BLOCK	PARCEL	CODE	WAR-RANT	ITEM	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX	SEC. 33
0	0	0	0	0	0	0	0	0	0	0
46	47	48	49	50	51	52	53	54	55	56
57	58	59	60	61	62	63	64	65	66	67
68	69	70	71	72	73	74	75	76	77	78
79	80									
1	1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9	9
46	47	48	49	50	51	52	53	54	55	56
57	58	59	60	61	62	63	64	65	66	67
68	69	70	71	72	73	74	75	76	77	78
79	80									



Property of Cook County Clerk's Office