



Doc#: 0816245155 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/10/2008 03:35 PM Pg. 1 of 3

**BALLOON NOTE**  
**AND MORTGAGE**

(No Interest Note  
And Mortgage)

June 10<sup>th</sup>, 2008.  
CHICAGO, ILLINOIS

Property of Cook County Clerk's Office

1. **CLIENT'S PROMISE TO PAY**  
FOR VALUE RECEIVED, the undersigned promises to pay U.S. \$72,000.00 ("principal"), to the order of the Creditor. The Creditor is The Law Office of Thomas Herz, Jr., 39 S. LaSalle St., Suite 720, Chicago, Illinois 60603
2. **INTEREST**  
No interest will be charged on the unpaid principal.
3. **PAYMENTS**  
(A) **Time and Place of Payments**  
Client will pay the principal in full upon the sale or the refinance of the Real Estate, as described herein, whichever occurs first, or upon the foreclosure of the Real Estate.
4. **BORROWER'S OBLIGATION AND RIGHT TO PREPAY**  
The Client shall have the right to prepay, without the imposition of any penalty.
5. **SECURITY AND MORTGAGE**  
The undersigned, AKINDUNNI SONUGA of the City of Chicago, County of Cook, State of Illinois, Mortgages and Warrants to Thomas Herz, Jr., of the City of Chicago, County of Cook, State of Illinois, to secure the payment of the herein described Note executed contemporaneously herewith payable to Thomas Herz, Jr., the Real Estate in the County of Cook, State of Illinois, described, to-wit:

**UNOFFICIAL COPY**

LOT 26 IN BLOCK 15 IN NORTH PARK ADDITION TO CHICAGO, A SUBDIVISION OF PARTS OF THE NORTHEAST ¼ AND THE SOUTH EAST ¼ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

Property Address: 3240 W. Foster  
Chicago, Illinois 60625  
("Real Estate")

PIN: 13-11-223-033

hereby and herein releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Default**

If the Client does not pay the full amount as set forth herein the Client shall be in default and all amounts shall then be due.

**(B) Notice of Default**

If the Client is in default, the Creditor may send to them a written notice telling them that if they do not pay the overdue amount by a certain date, the Creditor may require the Client to pay immediately the full amount of principal which has not been paid.

**(D) No Waiver By Note Holder**

Even if, at a time when the Client is in default, the Creditor does not require Client to pay immediately in full as described above, the Creditor will still have the right to do so if the Client is in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

The Client shall not be responsible for any costs, interest or expenses of the Creditor in the collection of this debt. The Client has been further advised that the Creditor is not taking an interest in the outcome of the litigation of Banco Popular vs. Akin Sonuga, et al. However, the Note and Mortgage is being executed in order to insure payment by the Client of attorneys fees due or to become due in the future. The Client has been further advised to seek outside counsel prior to executing the instant document. The Client has signed this Note and Mortgage as his free and voluntary act.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to the Client under this Note shall be given by delivering it or by mailing it by first class mail to the Client at the Property Address above or at a different address as designated by the Client.

Any notice that must be given to the Creditor under this Note shall be given by delivering it or by mailing it by first class mail to the Creditor at 39 S. LaSalle St., Suite 720, Chicago, Illinois 60602, or at a different address as designated by the Creditor.

**UNOFFICIAL COPY**

**8. WAIVERS**

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

**WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED**

Akindunni Sonuga

A. D. Sonuga (SEAL)

State of Illinois )  
                          ) SS.  
County of Cook    )

I, Mirmonde Rodrigue - Sonuga, a Notary Public in and for said County, in the State aforesaid, DO HERBY CERTIFY that AKINDUNNI SONUGA, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal this 10<sup>th</sup> day of June, 2008.

Mirmonde Rodrigue - Sonuga  
Notary Public

Commission Expires 1/27/09

