

UNOFFICIAL COPY

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1999-11-08 13:44:04
Cook County Recorder 23.50



Kenneth J. Boese & Esther J. Boese, his Wife

MAIL TO

Property Address

ROMANOFF & DICKETT, LTD.
111 W. Washington Street
Suite 1525
Chicago, Illinois 60602

1205 South 8th Avenue
Maywood, Illinois

Permanent Index Numbers (P.I.N.) 15-14-117-008-0000
15-14-117-010-0000
15-14-117-011-0000
15-14-117-016-0000
15-14-117-017-0000

Legal Description:

PARCEL 1:

LOTS 1, 2, 3 AND 4 (EXCEPT THE RIGHT OF WAY OF MINNESOTA & NORTHWESTERN RAILROAD) IN BLOCK 144 IN MAYWOOD IN SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE WESTERLY 1/2 OF THE VACATED ALLEY (EXCEPT THE EAST 2-1/2 FEET THEREOF) LYING EAST OF AND ADJOINING SAID LOTS (EXCEPT THE RIGHT OF WAY OF MINNESOTA AND NORTHWESTERN RAILROAD) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THOSE PARTS OF LOTS 4, 5 AND 6 IN BLOCK 144 IN MAYWOOD, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF A LINE PARALLEL WITH AND DISTANT 50 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MAIN TRACT OF THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY (LATER THE CHICAGO GREAT WESTERN RAILWAY COMPANY, NOW THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY), AS SAID MAIN TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID SECTION 14, BEING THE GENERAL LOCATION OF THE FORMER WESTBOUND MAIN TRACT OF SAID RAILWAY COMPANY, PRIOR TO ITS REMOVAL; AND LYING NORTHEASTERLY OF A LINE PARALLEL WITH AND DISTANT 25 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE (REMAINING) MAIN TRACK FO THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY (FORMERLY THE CHICAGO GREAT WESTERN RAILWAY COMPANY), AS SAID MAIN TRACK IS NOW LOCATED, ALL IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 40.47 FEET AND THE EAST 10.07 FEET OF THE WEST 50.54 FEET OF THE NORTH 47.50 FEET OF THE TRACT KNOWN AS LOTS 17, 18, 19, 20 AND THE EAST 9.50 FEET OF VACATED ALLEY ADJOINING SAID LOTS LYING NORTH OF THE NORTHERLY RIGHT OF WAY OF THE CHICAGO AND GREAT WESTERN RAILROAD IN BLOCK 144 IN MAYWOOD SUBDIVISION OF SECTIONS 2, 11 & 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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A293-10
R293-04

PROMISSORY NOTE

09049782

\$ 75,000.00

Dated: May 12, 19 97

Principal Amount

State of Illinois

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of

, the sum of

Dollars (\$ _____), together with interest thereon at the rate of _____ % per annum on the unpaid balance. Said sum shall be paid in the manner following: or 3/4 of 1% over prime

1. Interest payable June 1st and the 1st of each month until satisfied
2. In the event of death, this loan will be payable in total no later than thirty (30) days from date of death.
3. Payable upon demand

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the failure to make any payment due hereunder within _____ days of its due date.

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 two (2) % of said payment. 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.

Signed in the presence of:

Witness


Borrower Kenneth Boese

Witness

Borrower

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

GUARANTY

DONE AT CUSTOMER'S REQUEST

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.