NOTE

Doc#: 1231356041 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/08/2012 03:45 PM Pg: 1 of 2

July 1, 2009

1. BORROWER'S PROMISE TO PAY

Roy Appukuttan

In return for a loan that I have received, I promise to pay U.S. \$39,500.00 (this amount is called "principle"), plus interest, to the order of the Lender. The Lender is

Daniel Ju

I understand that the Lender may transfer this Note. The Lender of anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Borrower:

The interest charged to BORROWER, will be 5%.

### **PAYMENTS**

### (A) Time and Place of Fayments

Payments are due in coe lump sum on or before July 1, 2014.

### BORROWER'S RIGHT TO PALPAY

I have the right to make payments of principle at any time before they are due. A payment of principle only is known as a "prepayment." I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in cornection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the ar ount necessary to reduce the charge to the permitted limit; and, (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principle I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

### 6. COLLATERAL

Lender has right to lein property located at 6028 S Wabash Chicago IL 60637 for total of principal and interest that is agreed upon in this note. If borrower defaults and no other arrangements have been nade, Lender may seek necessary legal action to recover money. PIN #20-15-3060-270000

### Legal Description:

THE SOUTH HALF OF THE SOUTH OF LOT FIVE (5) IN BLOCK FOUR (4) IN WILSON HEALDAND STEBBINS SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION FIFTENN (15) TO TOWNSHIP THIRTY-EIGHT (38) NORTH RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

# 7. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of the end of the twenty-four month balloon period. I will pay a late charge to the Note Holder, in the amount of 10 % compound

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# **UNOFFICIAL COPY**

### (B) Default

If I do not pay the Note Holder in full within the 24 months, I will be in default.

### (C) Notice of Default

If I am in default, The Note Holder may send me a written notice telling me that I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principle which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (B) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

# (C) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs, and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

# (E) GIVING OF NOTICES

Unless applicable lew equires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder 2, the address stated in Section 3(A) above or a t a different address if I am give a notice of that different address.

# 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

ANDREW D BERDIN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES APRIL 27, 2014

If more than one person signs this Note, each curson is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of the Note is also obligated to do the things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that nay one of us may be required to pay all of the amounts owed under this Note.

### 9. PREVIOUS AGREEMENTS

Any and all previously agreed notes made by Note Holder and Borrower are nereby considered null in void. This agreement shall take the place of any and all previously agreements. This agreement also serves as a release for any and all previously recorded and non recorded agreements.

this is alternant time entermited by WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED. (Seal) -Borrower (Seal) -Lender "OFFICIAL SEAL" Page 2 of 2