LOAN AGREEMENT

Doc#: 1615256174 Fee: \$72.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 05/31/2016 02:38 PM Pg: 1 of 5

THIS LOAN AGREEMENT (this "Agreement") dated this 10th day of October, 2015

BETWEEN:

Laura Lee Whittington of 1110 35th St, Downers Grove, IL, 60515-1419 and John T. Whittington of 1110 35th St., Downers Grove, IL, 60515-1419 JOOK C (collectively and individually the "Lender")

OF THE FIRST PART

**AND** 

Andrea L. Wilson of (8) Wagner Road, Northfield, IL, 60093 (the "Porrower")

OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain plonies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

### **Loan Amount & Interest**

1. The Lender promises to loan \$98,128.98 USD to the Borrower and the Borrower promises to repay this principal amount to the Lender, without interest payable on the unpaid principal.

### **Payment**

2. This Loan is repayable within 10 day(s) of the Lender providing the Borrower with written notice of demand.

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Repayment of the full principal amount to the address set out in this Agreement, or to the
address agreed upon by the parties, is good and sufficient payment to all individual
lenders.

### Default

- 4 Notwithstanding anything to the contrary in this Agreement, it the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.
- 5. If the Borrower defaults in payment as required under this Agreement or after demand for ten (10) days, the Lecurity will be immediately provided to the Lender and the Lender is granted all rights of repulsession as a secured party.

### Extra Clause

 The entirety of the Joan principal amount will be due 10 days after borrower's receipt of monies from the sale of the primary residence, 180 Wagner Road, Northfield, IL 60093.

#### Security

- 7. This Loan is secured by the following security (the "Security"): Primary Residence of Borrower, 180 Wagner Road, Northfield IL 60093.
- 8. The Borrower grants to the Lender a security interest in the Security tradition Loan is paid in full. The Borrower will do everything necessary to assist the Lender in perfecting its security interest.

## Governing Law

9. This Agreement will be construed in accordance with and governed by the laws of the State of Illinois.

### Costs

10. All costs, expenses and expenditures including, without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Borrower.

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will be added to the principal then outstanding and will immediately be paid by the Borrower.

## **Binding Effect**

11. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

### Amendrierie

12. This Agreement reay only be amended or modified by a written instrument executed by both the Borrower and the Lender.

### **Severability**

13. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

### **General Provisions**

14. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

#### **Entire Agreement**

15. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

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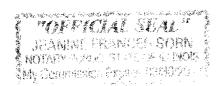
IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this 10th day of October, 2015

SIGNED, SEALED, AND DELIVERED

this 10th day of October, 2015 in the presence Oİ.

Laura Tee Whittington	
Garring (seal) And While	L. Lu
A NOTARY PUBLIC IN AND FOR John T. Whittington	*
The State of Illinois	
Address III Warter Shee Day Or a said	
Telephone (32 4/68 476)	
JEANINE FRANCES SONN NOTAR HIEL STATE OF LINOIS My Commission Fyther By 1301281	
SIGNED, SEALED, AND DELIVERED this 10th day of October, 2015 in the presence	
this 10th day of October, 2015 in the presence	
of:	
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Maybren J. Wille	
Chence Read Notes (seal) Andrea L. Wilson	
A NOTARY PUBLIC IN AND FOR	

Laurence Was	(seal)
ANOTARY PUBLIC IN AND FOR The State of Illinois	
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Telephone

Strong Jan De March Laura I ee Whittington John T. Whittington

The North 120 feet of the South 840 feet of the East 11 acres of the South East Quarter of the South West quarter of Section 24, Township 42 North, Range 12, East of the third Principal Meridian, in Cook County, Illinois.

Permanent Kest Estate Index Number: 04-24-310-008-0000

Address of Real Estate: 180 Wagner Road, Northfield, Illinois 60093

Prepared By!

Laura Lee Whittington

1110 35th Street

Dawners Grove 12 60515