\*1705817019\*

`Doc# 1705817019 Fee \$46,00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/27/2017 10:32 AM PG: 1 OF 5

PROMISSORY NÔTE AND . PROPERTY LIEN

Return to: Jacqueline Clark 4109 254<sup>th</sup> Ave NE Redmond, WA 98053

# PROMISSORY NOTE AND PROPERTY LIEN

See attached promissory note for \$25,200 which gives Lender, Jacqueline Clark the right to place a lien on the subject property commonly known as 1429 Cuyler Avenue, Berwyn, IL 60402

PIN: 16-20-116-013-0000

Legal Description:

LOT 28 IN BLOCK 3 IN W.F. KAISER AND COMPANY'S ARCADIA PARK, A SUBDIVISION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 30 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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### **Unsecured Promissory Note**

(Lump Sum Payment)

	Borrower: Dynamic Real Estate Development, LLC		
		6000 Oakwood	
		<u>Lisle, IL</u>	
	Lender:	("Borrower")	
		Lagueline Clack	
		1703 E. Lake Sammanish Play NE	
		Sannahish, WA 98074	
		("Lender")	
	Subject Property: 1429 Cuyler Ave, Benyn, IL 60402		
I.	Promise to Pay (Check which one applies)		
	Borrower agrees to pay Lender the total amount of \$ 25,000 (amount), together with		
	interest pa	yable on the unpaid principal at the rate of 12 % per annum. Payable on maturity date,	
	including accrued interest. A lien for the loan amount may be placed on the subject property		
	Borro	wer agrees to pay Lender the total amount of \$(amount), together with	
	profit sharing payable on the unpaid principal at the rate of 10% of the profit from Subject		
	Property, Payable when resale of property is complete, estimated to be four to six month from		
	closing on	purchase.	
	Maturity D	ate Defined: The date of signature is the initiation date. Monthly the interest will accrue.	
	Each year	on the same date as the initiation date is the annual maturity date. 1 year from the	
	initiation d	ate is the final maturity date.	
	Payment w	vill be delivered by Borrower to lender at above address or other address mutually agreed	
	upon both	parties.	
II.	Repayme	nt	
	If there is	interest amount owed under this Promissory Note will be paid in full at the time the loan	
	ic renaid	All nayments shall be first applied to interest and then balance to principal	

Early re-payment is expected with no penalty for early payment. When loan is prepaid all accrued interest will be paid to date.

### **III. Late Payment Fees**

If Borrower defaults in payment by more than 30 days of the time set forth herein, then Borrower shall pay an additional late fee in the amount of 2.5% of the loan principle.

### IV. Additional Costs

In case of default in the payment of any principal or interest of this Promissory Note, Borrower will pay to Lender such further amount as will be sufficient to cover the cost and expenses of collection, including, without limitation, reasonable attorney's fees, expenses, and disbursements. These costs will be added to the outstanding principal and will become immediately due.

### V. Transfer of the Promisson Note

Borrower hereby requests 60 day notice of the transfer of this Note by Lender or by any subsequent holder of this Note, agrees to remain bound by the terms of this Note subsequent to any transfer, and agrees that the terms or this Note may be fully enforced by any subsequent holder of this Note.

### VI. Amendment; Modification; Waiver

No amendment, modification or waiver of any provision of this Promissory Note or consent to departure therefrom shall be effective unless by written agreement signed by both Borrower and Lender.

### VII. Successors

The terms and conditions of this Promissory Note shall inure to the benefit of and be binding jointly and severally upon the successors, assigns, heirs, survivors and personal representatives of Borrower and shall inure to the benefit of any holder, its legal representatives, successors and assigns.

### **VIII.** Breach of Promissory Note

No breach of any provision of this Promissory Note shall be deemed waived unless it is waived in writing. No course of dealing and no delay on the part of Lender in exercising any right will operate as a waiver thereof or otherwise prejudice Lender's rights, powers, or remedies. No right, power, or remedy conferred by this Promissory Note upon Lender will be exclusive of any other rights, power, or remedy referred to in this Note, or now or hereafter available at law, in equity, by

statute, or otherwise.

### IX. Governing Law

The validity, construction and performance of this Promissory Note will be governed by the laws of Illinois, excluding that body of law pertaining to conflicts of law. Borrower hereby waives presentment, notice of non-payment, notice of dishonor, protest, demand and diligence.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this agreement in its entirety.

Borrower Signature:	
`	For Dynamic Real Estate, LLC
Lender Signature:	J. Clark
Initiation Date :	Dec. 28/14
	Clarkie

### **Certificate of Acknowledgment of Notary Public**

State of <u>Illinuis</u> )
; ) ss
County of Dopage )
On <u>12-9-19</u> , before me, <u>Jason Geiger</u> , a notary public in and for said state, personally appeared <u>Charles</u> <u>Schultz</u> , known to me (or proved to the on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.
JASON GEIGER  OFFICIAL SEAL  Notary Public - State of Illinois  My Commission Expires  April 23, 2017  My commission expires April 23, 2017  My commission expires April 23, 2017
[NOTARY SEAL]
[NOTARY SEAL]