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2102733057

Doc# 2102733057 Fee \$57.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/27/2021 02:49 PM PG: 1 OF 4

Memorandum of
a Promissory Note
dated September 1, 2020

The attached is a copy of that certain Promissory Note relating to the Sale of the following real property

Lots 23, 24, 25, 26, 27, 28 and 29 in Elmore's Hickory Hills subdivision of the South 1/2 of the Southeast 1/4 of Section 2, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN:

- 23-02-417-010
- 23-02-417-011
- 23-02-417-012
- 23-02-417-013
- 23-02-417-014
- 23-02-417-015
- 23-02-417-016

*8494 S. Roberts Rd
Hickory Hills, IL 60457*

This instrument was prepared by, and after recording should be returned to:

Eugene G. Callahan & Associates LLC
490 Quail Ridge Drive
Westmont, IL 60559
708-278-3300

Return to:

Loop Clerking Service, Inc.
77 W Washington St. Ste 1414
Chicago IL 60602
312-508-5565

E. G. Callahan

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\$300,000.00

Hickory Hills, Illinois
September 1, 2020PROMISSORY NOTE

For Value Received, the undersigned, John J. Gardner ("Maker"), promises to pay to the order of the James T. Day Revocable Trust dated August 17, 2005 ("Lender"), the principal amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), together with interest thereon, on the principal balance at any time outstanding as hereinafter set forth herein ("Loan").

Interest Rate

The principal balance outstanding hereunder will bear interest at three and a quarter percent (3.25%) (the "Loan Rate").

Payments

Payments of interest and principal shall be made as follows: On November 15, 2020, and on the fifteenth (15th) day of each month thereafter, principal and interest shall be due and payable, in thirty-six (36) monthly installments of \$8,757.45, with the last payment due on November 15, 2023 (the "Maturity Date").

All payments on account of the indebtedness evidenced by this Note shall first be applied to interest on the unpaid principal balance, then to interest on any advances made by Lender hereunder, then to the amount of any advances made by Lender hereunder, then to the unpaid principal balance.

All indebtedness evidenced hereby may be prepaid in whole or in part at any time without premium or penalty.

General

Maker hereby waives presentment, demand of payment, protest, any right of homestead exemption and notice of non-payment and of protest any and all other notices and demands whatsoever except as specifically set forth herein.

If any provision of this Note shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Note.

Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and shall be deemed given when delivered in person to a representative of the party, or one (1) business day after delivery to a reputable overnight messenger service, or three (3) business days after the mailing thereof by certified mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party hereto may, by notice in writing, designate for itself, shall constitute service of notice hereunder.

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The Lender shall record a Memorandum setting forth the terms of this Promissory Note.

If to Lender: James T. Day Revocable Trust
c/o RoseMary Day
195 Harbor Drive Unit 1807
Chicago, Illinois 60601

Copy to: Eugene G. Callahan
Eugene G. Callahan & Associates LLC
490 Quail Ridge Drive
Westmont, Illinois 60559

If to Maker: John J. Gardner
9400 S. Roberts Road
Hickory Hills, Illinois 60457

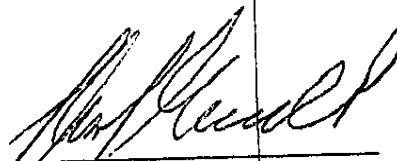
Copy to: Finshaw & Culbertson LLP
151 North Franklin Street, Suite 2500
Chicago, IL 60606
Attn: Adam L. Saper, Esq.

[The remainder of this page has been left intentionally blank; signature page follows.]

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IN WITNESS WHEREOF, Maker has executed this Promissory Note the date and year aforesaid.



John J. Gardner

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