



Prepared by:
 Return to:
 Thomas Planera & Assoc.
 4440 Lincoln Hwy. Ste. 301
 Matteson, IL 60443 *pd env*

2008K006813

SANDY WEGMAN
 RECORDER - KANE COUNTY, IL

RECORDED: 1/25/2008 10:37 AM
 REC FEE: 25.00 RHSPS FEE: 10.00
 PAGES: 4

CERTIFICATION

The undersigned hereby certifies that the attached is a true and correct copy of the Promissory Note between Brian Bodie as Debtor and Richard and Janice Pace, as payee in the amount of \$463,124.42 secured by the parcel of real estate commonly known as 10.4 acres of vacant land located at the Northwest corner of Deerpath and Indian Trail Road in Aurora, Kane County, Illinois, legally described as:

The part of the Southwest Quarter of the Southeast Quarter of Section 12, Township 38 North, Range 7 East of the Third Principal Meridian, described as follows: Beginning at the Southwest Corner of said Southeast Quarter; thence North 00°20'17" West along the West line of said Southeast Quarter 342.05 feet; thence North 88°53'13" East parallel with the North line of the Southwest Quarter of said Southeast Quarter 1328.61 feet to the East line of the West half of said Southeast Quarter; thence South 00°07'41" East along said East line 341.75 feet to the South line of said Southeast Quarter; thence South 88°52'26" West along said South line 1327.38 Feet to the Point of Beginning, excepting therefrom that part taken by the State Toll Highway Commission by Order No. 57-795 recorded July 21, 1999 as document 1999K71724. All in the Township of Sugar Grove, Kane County, Illinois.

PIN: 14-12-400-009

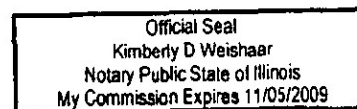
C/K/A: NW corner of Deerpath and Indian Trail Roads, Aurora, IL

Thomas Planera II

Thomas Planera II, Attorney

SUBSCRIBED AND SWORN TO
 before me this 18 day of January, 2008.

Kimberly D Weishaar
 Notary Public



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**SECURED
PROMISSORY NOTE AGREEMENT**

Amount: \$463,124.42

Date: November 8, 2007

FOR VALUE RECEIVED, Brian Bodie (Debtor), promises to pay to the order of Richard and Janice Pace (Payee), the principal sum of Four Hundred, Sixty Three Thousand, One Hundred and Twenty Four and 42 /100 DOLLARS (\$463,124.42) which includes closing costs of \$12,525.30, together with interest on the unpaid principal balance equal to 15.25%, on the unpaid balance of this note, with the entire balance due twelve (12) months from the date of this Note. The first installment in the amount of \$4,000.00 is due and owing on the date of this note and monthly thereafter by the 1st of each month.

This Note shall be secured by the real estate (Secured Premises) commonly known as:
10.4 acres of vacant land located at the Northwest corner of Deerpath and
Indian Trail Road in Aurora, Illinois
(LEGAL ATTACHED)

including any and all improvements thereon presently or in the future.

This note shall also be secured by a Corporate Bond from Mortgage Desk, Inc, Bond Certificate No. 1005, dated November 17, 2006.

Debtor agrees that this note may be recorded at the Recorder's Office in the County in which the real estate property is located as security.

The Debtor shall have the right to prepay this Note in full or in part at any time and from time to time. In the event that the Secured Premises is sold and this Note is prepaid, the Payee shall receive all monies owed under this note plus a 30% premium return.

Any one or more of the following shall constitute an event of default as the term is used herein:

(a) default in the payment of interest or principal herein when the same shall have become due and payable as aforesaid; or

(b) the Debtor becomes bankrupt or admits in writing inability to pay debts as they mature, or makes an assignment for the benefit of creditors, or consents to the appointment of a trustee or receiver; or subordinate

(c) a trustee or receiver is appointed for the Debtor or for all or part of the Debtor's property, without his consent; or

(d) bankruptcy or insolvency proceedings, or other proceedings for relief in equity or under any acts of Congress or any laws of any State of the United States relating to the relief of debtors are instituted against the Debtor or are consented to by the Debtor.

In case of any event of default then, at the option of the legal holder hereof, the entire unpaid principal balance of this Note, together with all accrued interest thereon, shall forthwith become due and payable without notice. The legal holder hereof shall be entitled to reasonable costs of collection, including attorneys' fees.

Upon the occurrence of any event of default hereunder, and continuing until such time as this Note is paid in full, and after maturity, the principal hereof then outstanding shall bear interest at Twenty percent (20%) per annum.

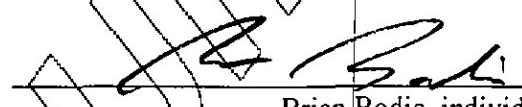
This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

The Debtor hereby waives demand, presentment for payment, notice of dishonor, protest and notice of protest.

Mortgage Desk Inc

By: 

Brian Bodie, its President


Brian Bodie, individually

SS# 

Subscribed and Sworn to
before me this ____ day
of _____ 2007.

Notary Public

LEGAL DESCRIPTION

The part of the Southwest Quarter of the Southeast Quarter of Section 12, Township 38 North, Range 7 East of the Third Principal Meridian, described as follows: Beginning at the Southwest Corner of said Southeast Quarter; thence North 00°20'17" West along the West line of said Southeast Quarter 342.05 feet; thence North 88°53'13" East parallel with the North line of the Southwest Quarter of said Southeast Quarter 1328.61 feet to the East line of the West half of said Southeast Quarter; thence South 00°07'41" East along said East line 341.75 feet to the South line of said Southeast Quarter; thence South 88°52'26" West along said South line 1327.38 Feet to the Point of Beginning, excepting therefrom that part taken by the State Toll Highway Commission by Order No. 57-795 recorded July 21, 1999 as document 1999K71724. All in the Township of Sugar Grove, Kane County, Illinois.

Unofficial

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