

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

PROMISSORY NOTE

2000 059361

2000 AUG 16 PM 12:54

State of Indiana
County of Lake

\$26,568.61

May 30, 2000

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NOT OFFICIAL!**

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For value received in the manner, on the dates, and in the amounts in this agreement stipulated, the undersigned **MAX HOWARD BOOTH** and **CHRISTINA D. BOOTH**, individuals who are residing at 3030 Old Hobart Road, Lake Station, Indiana 46465 ("Maker"), individually and severally promises to pay **VIRGINIA BOOTH** of 777 Custer Road, Unit 19-4, Richardson, Texas 75080 ("Holder"), the sum of **\$26,568.61** in lawful and legal tender of the United States of America, together with interest on the unpaid balance from the date of this note until maturity, payable as stated below:

1. **Interest Rate.** Interest shall accrue on the principal and unpaid balance of the note at the rate of eight percent per annum, prior to maturity, and after maturity at the maximum rate permitted by law.
2. **Payment.** This note balance, including all accrued interest is due immediately upon the Makers' receipt of proceeds from the first of the following events:
 - a. The refinancing of the premises at 3030 Old Hobart Road, Lake Station, County of Lake, Indiana, with the proceeds being used to repay this note.
 - b. If refinancing of said premises has not commenced by July 1, 2000, the premises at 3030 Old Hobart Road, Lake Station, County of Lake, Indiana, shall be listed for sale with a competent real estate, for an amount at or in excess of its fair market value, with the proceeds of the sale being used to repay this note.
3. **Partial Payment.** Until the completion of either payment as described in Paragraph 2 herein, partial payment shall be made in the following manner:
 - a. Immediate tender of the all Makers' future tax refunds, whether joint or individual
 - b. \$ 50⁰⁰ per week.
4. **Instruments.** Any check, draft, money order, or other instrument given in payment of all or any portion hereof and accepted by Holder and handled in collection in the customary manner, but this will not constitute payment

hereunder or diminish any rights of Holder except to the extent that actual cash proceeds of such instrument are unconditionally received by Holder.

5. **Attorney Fees.** Makers agree to pay all attorneys fees associated with the collection of this note, regardless of if suit was filed.
6. **No Waivers.** Makers and any and all sureties, guarantors and endorsers of this note, and all other parties now or hereafter liable hereon, do not waive grace, demand, presentment for payment, protest, or notice of any kind (including, but not limited to, notice of dishonor, notice of protest, notice of intention to accelerate, and notice of acceleration.
7. **Personal Liability.** This note shall be the joint and several obligation of Makers and endorsers, if any, and shall be binding upon them, individually and severally, their heirs, legal representatives, successors and assigns. The makers and each endorser do not waive demands for payment, presentations for payment, protests and notices of protest, and do not agree that the time of the payment may be extended from time to time without notice and without releasing any of the parties.
8. **Assignment.** This note and all rights and powers hereunder may be transferred and assigned by the Holder at such time and upon such terms as the Holder may deem advisable, and assignee shall succeed to all the rights and powers of the Holder hereunder.
9. **Not Assumable.** This note may not be assumed without the written consent of the holder.
10. **Construction.** This note shall be governed by and construed under the laws of the State of Indiana and the laws of the United States of America.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this note on 2ND day of JUNE, 2000.

Max Howard Booth
Max Howard Booth
Maker

Christina D Booth
Christina D. Booth
Maker

Signed and sworn before me on this
2 day of June, 2000.
County of Lake, Indiana
Susan Kozlowski
Susan Kozlowski, Notary Public
My commission expires 11-15-00.

Agreed to and Accepted:

Virginia Booth
VIRGINIA BOOTH
Holder



STATE OF INDIANA
LAKE COUNTY

Official Stamp

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MD. FIS. W. CENTER
CCRD

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Name Susan Kozlowski, Attorney

Address P.O. Box 906

City St Zip Blount Point IN 46307

Telephone 219-663-2588

Signature Printed SUSAN KOZLOWSKI

Signature Written *[Handwritten Signature]*

Date of Signature 8-16-2001

Check Number CASH 1100

Check Amount _____

Office Use Only

Check Equals Amount Due Yes No

Total _____

Initials _____