

# UNOFFICIAL CO12/807 53 801 Page 1

2002-12-18 13:33:17

Cook County Recorder

34.50

#### MORTGAGE NOTE

0021408946

Chicago, Illinois November 20, 2002

\$130,000.00

FOR VALUE RECEIVED, the undersigned GURAM KATAMADZE, 3618 Salem Walk, Northbrook, Illinois 60062, KRZYSZTOF GORNIK, 5029 North Harlem Avenue, Chicago, Illinois 60656, and WITOLD OSINSKI, 363 Vita Drive, Wheeling, Illinois 60090, (Collectively "Borrower"), promises to pay to the order of TADEUSZ KUSPER 4326 South Albany Avenue, Chicago, Illinois 60632, (the "Lender"); the principal sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00).

INTEREST

This Note shall bear interest on the principal amount outstanding from time-to time at the fixed rate of interest of Eight Percent (8.00%) per annum, except as set forth below.

**PAYMENTS** 

Borrower shall pay the sum of \$866.66 on December 20, 2002 and for each consecutive month thereafter until maturity.

In the event payment is not received by the 15th of the month, Borrower spall be assessed a 5% penalty (\$43.33) of the said installment amount.

Such monthly payments shall continue until the entire indebtedness evidenced by this Note is paid in full, except that any remaining indebtedness, if her sooner paid, shall be due and payable on November 20, 2007. All payments on account of the indebtedness evidenced by this Note shall be applied first to interest on the unpaid principal balance and the remainder to principal. Interest payment shall be payable at 4326 S. Albany Ave., Chicego, IL 60632 or at such other place as the legal holder or holders of this Note may from time to time in writing direct. All payments on this Note shall be in made in lawful money of the United States of America which shall be legal tender for the payment of public and private debts at the time of payment

RIGHT TO PREPAY

The principal portion of this Note may be prepaid, in part or whole, at any time prior to maturity provided that such prepayment shall be accompanied by payment of all accrued and unpaid interest on this Note to the date of the prepayment.

Borrower has the right to make payments of principal at any time before they are due. The Lender will use all prepayments to reduce the amount of principal that Borrower owes under this Note.

**SECURITY** 

The indebtedness evidenced by this Note is secured by a Mortgage executed by INTER AUTO, INC. dated November 20, 2002; the parcel of real property mortgaged is a residence commonly known as 5027 W. Fullerton, Chicago, Illinois 60639.

**DEFAULT** 

If Borrower does not pay the full amount of the note on or before

November 20, 2007, the date the note is due, Borrower shall be in

default.

DEFAULT RATE:

In the event of a default, the default rate of interest shall be Eighteen

Percent (18%).

RESTRICTION:

Borrowers promise that neither they nor shall they cause Inter Auto,

Inc. to further encumber the property at 5027 W. Fullerton, Chicago,

Illinois 60639 without satisfying the indebtedness herein and/or

receiving the consent of Lender.

Even if, at a time when Borrower is in default, the Lender does not require Borrower to pay immediately in full or described above, the Lender will still have the right to do so if Borrower is in default at a latter time

Unless applicable law requires a different method, any notice that must be given under this Note will be given by delivering it or by mailing it by first class mail to Borrower at 5027 W. Fullerton, Chicago, Illinois 60639 or at a different address if Borrower gives Lender notice of his different address.

In the event that this Note is placed in the hands of an attorney at law for collection after maturity or default, or in the event that proceedings at law, in equity or bankruptcy, receivership or other legal proceedings are instituted in connection rerewith, or in the event that this Note is placed in the hands of an attorney to enforce any of the rights or agreements contained herein or in the Mortgage or any other instruments given as security for or related to the indebtedness evidenced hereby, the Borrower shall be responsible for the payment of all costs of collecting or attempting to collect this note or protecting or enforcing such rights, including without limitation, reasonable attorney's fees, in addition to all principal, interest and other amounts rayable hereunder; and all such amounts shall be and be deemed to be secured by the Mortgage.

The Borrower hereby waives demand, presentment for payment, no ice of dishonor and protest and does hereby waive notice of and consent to any and all extensions of this Note, the release of all or any part of the security for the payment hereof or the release of any party liable for the obligations hereunder. Any such extension or release may be made at any time and from time to time without giving notice to the Borrower and without discharging any liability of the Borrower.

The Borrower hereby waives any and all notices of whatever kind or nature and waives the exhaustion of legal remedies hereon. If Borrower fails to pay these sums prior to the expiration of this period, lender may invoke any remedies permitted by the said mortgages without further notice or demand on Borrower.

21403946

This Note shall be governed by the laws of the State of Illinois.

Time is of the essence of this Note and of each any every provision hereof.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Dated the 20<sup>th</sup> Day of November, 2002.

GURAM KATAM ADZP

KRZYSZTOF GORN

WITOLD OSINSKI

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\$130,000.00

Chicago, Illinois November 20, 2002

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Dated the 20th Day of November, 2002.

WITOLD OSINSKI

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(Sept)
Others
Office

21408946

Common address:

5027 W. Fullerton, Chicago, Illinois 60639

Legal description:

Lots 12, 13, 14, 15 and 16 in Block 1 of Chicago Heights Subdivision of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Estate In.

Opcool Colling Clark's Office Permanent Revi Estate Index Number(s): 13-33-202-005, 006; 007; 009.