

UNOFFICIAL COPY

Return to:

N. Helton & Associates
980 N. Michigan Ave.
Suite 1400
Chicago, IL 60611

Prepared By:
Norton Helton, esq.



Doc#: 0416722126
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 06/15/2004 11:03 AM Pg: 1 of 5

-----[Space Above This Line For Recording Date]-----

PROMISSORY NOTE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 2. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **May 7, 2004** together with all riders to this document.

(B) "Borrower" is **EUGENE & TONISHA MUHAMMD, A MARRIED COUPLE**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **DIAMOND MANAGEMENT OF CHICAGO**

Lender is a **CORPORATION**
Organized and existing under the laws of **ILLINOIS**

UNOFFICIAL COPY**PROMISSORY NOTE****\$60,000.00****MAY 7, 2004****CHICAGO, ILLINOIS**

FOR VALUE RECEIVED **EUGENE & TONISHA MUHAMMAD**, an individual, as maker, having her principal place of business at 12030 S. Lowe, ("Borrower"), hereby unconditionally promises to pay to the order of **DIAMOND MANAGEMENT OF CHICAGO**, an ILLINOIS CORPORATION, as payee, having its principal place of business at 980 N. MICHIGAN AVE. SUITE 1400, CHICAGO, ILLINOIS ("Lender"), or at such other place as the holder hereof may from time to time designate in writing, the principal sum of **SIXTY THOUSAND DOLLARS**, in lawful money of the United States of America without interest.

Article One: Payment Terms

Borrower agrees to pay sums under this Note in as follows:

The balance of the principal sum is due on **August 31, 2004**(the "Maturity Date") without interest.

Article Two: Interest

The interest rate on this Note is zero percent (0 %) per annum (the "Applicable Interest Rate").

Article Three: Default and Acceleration

If any payment required in this Note is not paid (a) on or prior to the September 31, 2004, 30 day after a Payment Date, (b) on the Maturity Date or (c) on the happening of any other default, after the expiration of any applicable notice and grace periods, herein or under the terms of the Security Instrument (defined below) or any of the Other Security Documents (as defined in the Security Instrument) (collectively, an "Event of Default"), at the option of Lender (i) the whole of the principal sum of this Note, (ii) interest, default interest, late charges and other sums, as provided in this Note, the Security Instrument or the Other Security Documents, (iii) all other monies agreed or provided to be paid by Borrower in this Note, the Security Instrument or the Other Security Documents, (iv) all sums advanced pursuant to the Security Instrument to protect and preserve the Property (defined below) and the lien and the security interest created thereby, and (v) all sums advanced and costs and expenses incurred by Lender in connection with the Debt (defined below) or any part thereof, any renewal, extension, or change of or substitution for the Debt or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of Borrower or Lender (all the sums referred to in (i) through (v) above shall collectively be referred to as the "Debt") shall without notice become immediately due and payable.

Article Four: Prepayment

(a) This note may be prepaid, at anytime, in whole or in part, without penalty.

Article Five: Security

This Note is secured by Borrower's note dated the date hereof in the principal sum of \$30,000 given by Borrower or for the benefit of the Lender covering the entire estate of Borrower in certain premises. For this purpose Borrower does hereby mortgage, grant and convey to Lender the following described property located in:

LOT 2 BARRY'S SUBMISSION OF LOT 22 AND 23 OF THE CIRCUIT COURT PARTITION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 20-03-111-027-0000

Address: 4052 S. MARTIN LUTHER KING DRIVE, CHICAGO, IL

Article Six: Loan Charges

This Note, the Security Instrument and the Other Security Documents are subject to the express condition that at no time shall Borrower be obligated or required to pay interest on the principal balance due hereunder at a rate which could subject Lender to either civil or criminal liability as a result of being in excess of the maximum interest rate which Borrower is permitted by applicable law to contract or agree to pay. If by the terms of this Note, the Security Instrument and the Other Security Documents, Borrower is at any time required or obligated to pay interest on the principal balance due hereunder at a rate in excess of such maximum rate, the Applicable Interest Rate or the Default Rate, as the case may be, shall be deemed to be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate shall be deemed to have been payments in reduction of principal and not

UNOFFICIAL COPY

on account of the interest due hereunder. All sums paid or agreed to be paid to Lender for the use, forbearance, or detention of the Debt, shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of this Note until payment in full so that the rate or amount of interest on account of the Debt does not exceed the maximum lawful rate of interest from time to time in effect and applicable to the Debt for so long as the Debt is outstanding.

Article Seven: Waivers

Borrower and all others who may become liable for the payment of all or any part of the Debt do hereby severally waive presentment and demand for payment, notice of dishonor, protest and notice of protest and non-payment and all other notices of any kind, except for notices expressly provided for in this Note, the Security Instrument or the Other Security Documents. No release of any security for the Debt or extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note, the Security Instrument or the Other Security Documents made by agreement between Lender or any other person or party shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Borrower, and any other person or entity who may become liable for the payment of all or any part of the Debt, under this Note, the Security Instrument or the Other Security Documents. No notice to or demand on Borrower shall be deemed to be a waiver of the obligation of Borrower or of the right of Lender to take further action without further notice or demand as provided for in this Note, the Security Instrument or the Other Security Documents. If Borrower is a partnership, corporation or limited liability company, the agreements contained herein shall remain in full force and effect, notwithstanding any changes in the individuals or entities comprising the Borrower, and the term "Borrower," as used herein, shall include any alternate or successor entity, but any predecessor entity, and its partners or members, as the case may be, shall not thereby be released from any liability. (Nothing in the foregoing sentence shall be construed as a consent to, or a waiver of, any prohibition or restriction on transfers of interests in Borrower which may be set forth in the Security Instrument or any Other Security Document.)

Article Eight: Waiver of Trial by Jury

BORROWER AND LENDER, BY ACCEPTANCE OF THIS NOTE, HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THIS NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THIS NOTE, THIS NOTE, THE SECURITY INSTRUMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER OR BORROWER.

Article Nine: Exculpation

(a) Notwithstanding anything to the contrary contained in this Note, the Security Instrument or the Other Security Documents (but subject to the provisions of subsections (b), (c) and (d) of this Article 11), Lender shall not enforce the liability and obligation of Borrower to perform and observe the obligations contained in this Note, the Security Instrument or the Other Security Documents by any action or proceeding wherein a money judgment establishing an "personal liability shall be sought against Borrower or the "Exculpated Parties" (as defined in subsection (e) below), except that Lender may bring a foreclosure action, action for specific performance or other appropriate action or proceeding to enable Lender to collect the sums due under this Note by enforcing its rights and remedies to realize upon the Security Instrument or Other Security Documents, and the interest in the Property, the Rents (as defined in the Security Instrument) and any other collateral given to Lender to secure this Note; provided, however, subject to the provisions of subsections (b), (c) and (d) of this Article 11, that any judgment in any such action or proceeding shall be enforceable against the Property, the Rents and in any other collateral given to Lender to secure this Note. Lender, by accepting this Note, the Security Instrument and the Other Security Documents, agrees that it shall not, except as otherwise provided in this Article 11, sue for, seek or demand any deficiency judgment against Borrower or any of the Exculpated Parties, in any such action or proceeding, under or by reason of or in connection with this Note, the Security Instrument or the Other Security Documents. The provisions of this Article 11 shall not, however, (i) constitute a waiver, release or impairment of any obligation evidenced or secured by this Note, the Security Instrument or the Other Security Documents; (ii) impair the right of Lender to name Borrower as a party defendant in any action or suit for judicial fore-closure and sale under the Security Instrument; (iii) affect the validity or enforceability of any indemnity, (including the Environmental Indemnity (as defined in the Security Instrument)), guaranty, master lease or similar instrument made in connection with this Note, the Security Instrument, or the Other Security Documents; (iv) impair the right of Lender to obtain the appointment of a receiver; (v) impair the enforcement of the Assignment of Leases and Rents executed in connection herewith; (vi) impair the right of Lender to enforce the provisions of Section 13.2 of the Security Instrument; or (vii) impair the right of Lender to obtain a deficiency judgment or other judgment on this Note against Borrower if necessary to obtain any insurance proceeds or condemnation awards to which Lender would otherwise be entitled under this Security Instrument; provided however, Lender shall only enforce such judgment to the extent of the insurance proceeds and/or condemnation awards.

(b) Notwithstanding the provisions of subsection (a) of this Article 11 to the contrary, Borrower shall be personally liable to Lender for the Losses (as defined in the Security Instrument) Lender incurs due to: (i) fraud or intentional misrepresentation by

UNOFFICIAL COPY

Borrower or any of the Exculpated Parties in connection with the Loan evidenced by this Note; (ii) Borrower's misapplication or misappropriation of Rents received by Borrower after the occurrence of and during the continuance of an Event of Default; (iii) Borrower's misapplication or misappropriation of tenant security deposits or Rents collected in advance; (iv) the misapplication or the misappropriation of insurance proceeds or condemnation awards; (v) Personal Property (as defined in the Security Instrument) taken from the Property by or on behalf of Borrower or any of the Exculpated Parties and not replaced with Personal Property of the same utility and of the same or greater value; (vi) any act of arson by Borrower or any of the Exculpated Parties; or (vii) any payments made by Borrower after the occurrence of and during the continuance of an Event of Default to any Exculpated Party in violation of the terms of this Note, the Security Instrument or the Other Security Documents.

(c) Notwithstanding the provisions of subsection (a) of this Article 11 to the contrary, the agreement of Lender not to pursue recourse liability as set forth in subsection (a) above SHALL BECOME NULL AND VOID and shall be of no further force and effect in the event of Borrower's default under Article 8 of the Security Instrument or if the Property or any part thereof shall become an asset in (i) a voluntary bankruptcy or insolvency proceeding, or (ii) an involuntary bankruptcy or insolvency proceeding (other than one filed by Lender) which is not dismissed within ninety (90) days of filing.

(d) Nothing herein shall be deemed to be a waiver of any right which Lender may have under Section 506(a), 506(b), 1111(b) or any other provision of the U.S. Bankruptcy Code to file a claim for the full amount of the indebtedness secured by the Security Instrument or to require that all collateral shall continue to secure all of the indebtedness owing to Lender in accordance with this Note, the Security Instrument and the Other Security Documents.

(e) For purposes of this Article 11, "Exculpated Parties" shall mean any principal, director, officer, employee, beneficiary, shareholder, partner, member, trustee, agent or affiliate of Borrower or any person owning, directly or indirectly, any legal or beneficial interest in Borrower, or any successors or assigns of any of the foregoing.

Article Ten: Authority

Borrower (and the undersigned representative of Borrower, if any) represents that Borrower has full power, authority and legal right to execute and deliver this Note, the Security Instrument and the Other Security Documents and that this Note, the Security Instrument and the Other Security Documents constitute valid and binding obligations of Borrower.

Article Eleven: Governing Law

This Note shall be governed, construed, applied and enforced in accordance with the laws of the State of ILLINOIS.

Article Twelve: Notices

All notices required or permitted hereunder shall be given as provided in the Security Instrument.

Article Thirteen: Incorporation By Reference

All of the terms, covenants and conditions contained in the Security Instrument and the Other Security Documents are hereby made part of this Note to the same extent and with the same force as if they were fully set forth herein.

Article Fourteen: Miscellaneous

(a) Wherever pursuant to this Note it is provided that Borrower pay any costs and expenses, such costs and expenses shall include, but not be limited to, reasonable legal fees and disbursements of Lender, whether with respect to retained firms, the reimbursement for the expenses of in-house staff, or otherwise. Borrower shall pay to Lender on demand any and all expenses, including legal expenses and reasonable attorneys' fees, incurred or paid by Lender in enforcing this Note, whether or not any legal proceeding is commenced hereunder, together with interest thereon at the Default Rate from the date paid or incurred by Lender until such expenses are paid by Borrower.

(b) This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

(c) If Borrower consists of more than one person or party, the obligations and liabilities of each person or party shall be joint and several.

BY SIGNING BELOW, Borrower(s) accept(s) and agree(s) to the terms and covenants contained in this Security Instrument and in any riders(s) executed by Borrower(s) and recorded with it.

UNOFFICIAL COPY

BY SIGNING BELOW, Borrower(s) accept(s) and agree(s) to the terms and covenants contained in this Security Instrument and in any riders(s) executed by Borrower(s) and recorded with it.

Witnesses:

[Signature]

[Signature]
Borrower
[Signature]
Borrower

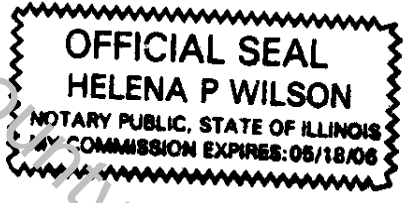
Borrower

STATE OF ILLINOIS, COUNTY OF COOK

I, Helena P. Wilson, a Notary Public in and for said county and state do hereby certify that EUGENE & TAYYBA MUHAMMAD, personally known to me to be the same person(s) whose name(s) signed and delivered the said instrument as his/her free and voluntary act, for the use and purposes therein set forth.

My Commission Expires on 05/18/2006

[Signature]
Notary Public



Property of Cook County Clerk's Office