# MORTGAGEUNOFFICIAL COPY

Doc#: 0505450120

Eugene "Gene" Moore Fee: \$32.00 Cook County Recorder of Deeds Date: 02/23/2005 03:42 PM Pg: 1 of 5

#### Witnesseth:

THAT, WHEREAS, the Mortgagors are justly indebted to the Mortgagees upon the Installment Note of even date herewith, in the principal sum of One Hundred Forty Four Thousand Six Hundred and no/100 Dollars (\$144,600.00) payable to the order of and delivered to the Mortgagees, in and by which Note the Mortgagors promise to pay the said principal sum and interest as provided in the said Note, with a final payment of the balance du; o1 June 1, 2005 or upon the sale of premises as hereing ite defined, whichever first occurs and all of said principal and interest made payable at such place as the holder, of the note may, from time to time, in writing appoint, and in absence of such appointment, then at 1535 Winnerka Road, Glenview, Illinois 60025 Mortgagees shall release this mortgage and lien thereof by proper instrument a pon payment and discharge of all indebtedness secured hereby.

NOW THEREFORE, the Mortgagor to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by

the Mortgagor to be performed, and also in consideration of the sum of One Dallar and other good and valuable consideration in hand, the receipt whereof is hereby acknowledged, does by these presents CONVEY and VARRANT unto Mortgagees the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the of the Village of Glenview, County of Cook, State of Illinois:

# SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

commonly known as 1417 Plymouth, Glenview, Illinois 60025 which is referred to as "premises,"

TO HAVE AND TO HOLD the premises unto the Mortgagees forever for the purposes, and upon the usus of forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of the record owner is: Ventures Gained LLC

WITNESS the hand and	seal of Mortgagors t	ne day and the year above written.  By: Around Aland	
		MANAGING MEMPIEL	
STATE OF ILLINOIS	)	VENTURES WAINED THE	
COUNTY OF COOK	) SS	٨	/

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis L. Davis personally known to me to be the same person(s) whose name is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered this said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given Hider I.C. Lad an S. Hitair Seal, his 3 day of Carmy, 2005.

SUSAN ALLEN

NOTARY PUBLIC STATE OF ILLINOIS

My Commission Expires 08/27/2007

0505450120 Page: 2 of 5

# **UNOFFICIAL COPY**

## **EXHIBIT A**

## LEGAL DESCRIPTION

LOT 105 IN SUNSET PARK UNIT 8 A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

100 Coot County Clarks Office PIN: 04-26-412-016-0000

0505450120 Page: 3 of 5

# **UNOFFICIAL COPY**

**NOTE** 

Date: Jan. 2 2005

Property Address: 1417 Plymouth, Glenview, Illinois 60025 (Property)

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that Ventures Gained LLC (Borrower) has received, Borrower promises to pay ONE HUNDRED FORTY FOUR THOUSAND AND SIX MUNDRED DOLLARS (\$144,600.00) (this amount will be called "principal"), pips interest, to the order of the Lender. The Lender is AZADEH NADIMI and DAVID MEARES (Lender). Borrower understands that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

## 2. INTEREST

Borrower will pay interest at a yearly rate of 8%. Interest will be charged on unpaid principal until the full amount has been paid.

#### 3. PAYMENTS

The entire principal and interest shall be due and payable on June 1, 2005 or upon the sale of the property, which ever first occurs.

Borrower will make said payment to Lender at 1535 Winnetka Road, Glenview, Illinois 60025 or at a different place if required by the Note Holder.

## 4. BORROWER'S FAILURE TO PAY AS REQUIRED.

- (A) Late Charge for Overdue Payments.

  If the Note Holder has not received the full amount by the end of 10 calendar days after the date it is due, Bonower will pay a late charge to the Note Holder. The amount of the charge will be 10% on the unpaid balance.
- (B) Notice from Note Holder.

  If Borrower does not pay the full amount on time, the Note Holder may send Borrower a written notice telling me that if Borrower does not pay the overdue amount by a certain date Borrower will be in default. That date must be at least 10 days after the date on which the notice is mailed to Borrower or, it is not mailed, 10 days after the date on which it is delivered to Borrower.

# (C) Default.

If Borrower does not pay the overdue amount by the date stated in the notice described in (B) above, Borrower will be in default. In addition if Borrower does not timely pay the real estate taxes or property insurance due on this property or if Borrower fails to show proof of payment to NOTE HOLDER, then Borrower is also in default. If Borrower is in default, the Note Holder may require Borrower to pay immediately the full amount of principal which has not been paid and all the interest that Borrower owes on that amount. Even if, at a time when Borrower is in default, the Note Holder does not require

0505450120 Page: 4 of 5

# **UNOFFICIAL COPY**

Borrower to pay immediately in full as above, the Note Holder will still have the right to do so if Borrower is in default at a later time.

(D) Payment of Note Holder's Costs and Expenses.

If the Note Holder has required Borrower to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include for example, reasonable attorneys fees.

# 5. THIS NOTE SECURED BY A MORTGAGE.

In addition to the protections given to the Note Holder under this Note, a Nortgage, dated O. O. and personal guaranties protect the Note Holder from possible losses which might result if Borrower does not make immediate payment in full of all amounts that Borrower owes under this Note.

## 6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE.

Borrower has the right to make payments of principal at any time before it is due. An early payment of principal or any portion thereof is known as a "prepayment". When Borrower makes a prepayment, Borrower will tell the Note Holder in a letter that Borrower is long so. A prepayment of all of the unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

Borrower may make a full prepayment of a partial prepayment without paying any penalty. The Note Holder will use all of Borrower's prepayments to reduce the amount of principal that Borrower on west under this Note. If Borrower makes a partial prepayment, there will be no delays in the due dates or changes in the amounts of Borrower's monthly payments unless the Note Holder agrees in writing to those delays or changes. Borrower may make a full prepayment at any time. If Borrower chooses to make a partial prepayment, the Note Holder may also require Borrower to make the prepayment on the same day that one of Borrower's monthly payments is due. The Note Holder may also require that the amount of Borrower's partial prepayment be equal to the amount of principal that would have been part of Borrower's next one or more monthly payments.

## 7. BORROWER'S WAIVERS.

Borrower waives its right to require the Note Holder to do certain things. Those things are: (A) to demand payment of amount due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if Borrowers fail to keep its promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers".

#### 8. GIVING OF NOTICES

Any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by certified mail addressed to Borrower at the Property Address above. A notice will be delivered or mailed to Borrower at a

0505450120 Page: 5 of 5

# **UNOFFICIAL COPY**

different address if Borrower gives the Note Holder a notice of the different

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if Borrower is given a notice of that different address.

# 9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE.

If more than one person signs this Note, each is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each Borrower, individually or against all Borrowers together. This means that any Borrower may be required to pay all of the amounts owed under this Note. Any person who takes over Borrowers' rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

VENTURES GAINED L.C.

**GUARANTORS** 

MANAGUL MEMBER

DENNIS DAVIS