

# UNOFFICIAL COPY



0630556130

Doc#: 0630556130 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/01/2006 02:17 PM Pg: 1 of 5

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S LAST NAME BROWN	FIRST NAME MARY	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
8733 SOUTH MUSKEGON AVENUE	CHICAGO	IL	60617	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION INDIVIDUAL	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME WILKS	FIRST NAME RAHSAAN	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
8733 SOUTH MUSKEGON AVENUE	CHICAGO	IL	60617	USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	3b. INDIVIDUAL'S LAST NAME BIYAWERWALA	FIRST NAME ARWA	MIDDLE NAME Z.	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
4215 CHURCH STREET	SKOKIE	IL	60076	USA

4. This FINANCING STATEMENT covers the following collateral:

REAL PROPERTY LOCATED IN STATE OF ILLINOIS, COUNTY OF COOK AND COMMONLY KNOWN AS 8733 SOUTH MUSKEGON AVENUE, COOK COUNTY PIN # 26-06-200-009-0000. LEGAL DESCRIPTION AS FOLLOWS: LOT 34(EXCEPT THE NORTH 9 FEET THEREOF) AND THE NORTH 17 FEET OF LOT 33 IN BLOCK 12 IN THE CALUMET AND CHICAGO CANAL AND DOCK COMPANIES SUBDIVISION OF FRACTIONAL SECTION 5 & 6 TOWNSHIP 37 NORTH RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PROMISSORY NOTE DULY SIGNED AND NOTARIZED BY MARY BROWN & RAHSAAN WILKS

MORTGAGE DEED DULY SIGNED AND NOTARIZED BY MARY BROWN & RAHSAAN WILKS.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAIOLR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)	All Debtors	Debtor 1	Debtor 2		

8. OPTIONAL FILER REFERENCE DATA

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## PROMISSORY NOTE

**Property address:** 8733 South Muskegon Ave., Chicago, IL. 60617  
PIN # 26-06-200-009-0000 / Owner of Record Mary Brown

**Dated:** October 10, 2006

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay \$USD Fifty Thousand Dollars (US\$50,000.00) (this amount will be called "principal"), plus interest, to the order of the Ms. Arwa Z. Biyawerwala or any other Lender. The Lender is Ms. Arwa Z. Biyawerwala. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note and who is entitled to receive payments under this Note will be called the "Note Holder".

### 2. INTEREST

I will pay interest at an annual rate of 12 %.

Interest will be charged on unpaid principal beginning on August 31, 2006, and will continue until the full amount of principal has been paid. Interest shall continue to accrue at this rate after the maturity or default of this loan.

### 3. PAYMENTS

I will pay principal and interest by making payments one lump sum when is due. This note does not have monthly installments statutory clause.

I will make ONE payment of USD\$50,000.00 on or before July 31, 2007.

If, on July 31, 2007, any sum still remains unpaid, I will pay what I owe in full on that date. All monthly payments received by Note Holder shall be applied first to accrued interest and the remainder, if any, to the principal.

If I owe the Note Holder any late charges, or other fees or charges ("other charges"), they will be payable upon demand of the Note holder. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to the Note Holder in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion for the Note Holder, subject to applicable law.

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

#### (A) Late Charge for Overdue Payments

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If the Note Holder has not received the full amount by July 31, 2007, I will promptly pay a late charge of \$35.00 every month that I am in default of Principle Amount, to the Note Holder. I will pay this late charge only once on any late monthly payment, plus interest accrued every month.

## (B) Default

If I do not pay the full amount by July 31, 2007 ONE payment on the date it is due, I will be in default.

## (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal, which has not been paid, and all the interest that I owe on the amount. That date must be at least 10 days after the date on which the notice is delivered or mailed to me.

## (D) No Waiver by Note Holder

Not Applicable

## (E) Payment of Note Holder's Cost and Expenses

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

## (F) Check Collection Charges

If I present the Note Holder with a check, negotiable order of withdrawal, share draft or other instrument in payment is returned or dishonored for any reason; I will pay a check collection charge to the Note Holder. The amount of the charge will not be greater than U.S. \$ 25.00.

## 5. THIS NOTE SECURED BY A SECURITY INSTRUMENT

**THIS NOTE IS SECURED BY UCC-1 FINANCIAL STATEMENT, filed with State of Illinois. This UCC filing contains information about primary Debtor as well as additional debtor. Both "Debtor" hereby consents to the filing of UCC1.**

**This Note is additionally secured by a "Mortgage Deed".**

In addition to the protections given to the Note Holder under this Note, or Security Deed (the "Security Instrument"), on real property (the "Property") described in the Security Instrument and dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. The Security Instrument describes how and under what conditions I may also be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are as follow:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and

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Borrower is not a natural person) without Lender's (Arwa Z. Biyawerwala) prior written consent, Lender may, at its option, required immediate payment in full of all sums secured by this Security Instrument. However, Lender shall not exercise this option if federal law as of the date of this Security Instrument prohibits exercise.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

Subject to the application of payments described in Section 3, I have the right to make payments of principal at any time before they are due. A prepayment of the entire unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

I may make a full prepayment or a partial prepayment without paying any penalty. If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayment, I must still make each later payment as it becomes due and in the same amount. I may make a full prepayment at any time.

## 7. BORROWER'S WAIVERS

I waive my right to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts 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 "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my 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

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail addressed to me at the Property Address described in the Security Instrument. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

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## 9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us 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 of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. This Note is intended by Lender and me as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Note. This Note May not be supplemented or modified except in a writing signed by the Note Holder and me. This Note benefits Lender, its successors and assigns, and binds me and my heirs, personal representatives and assigns.

## 10. APPLICABLE LAW

The laws of the State of Illinois shall govern this Note. If a law which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduce by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 11. BORROWER'S COPY

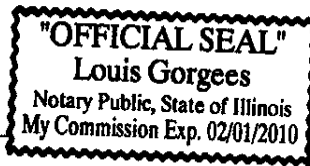
I hereby acknowledge receipt of a filled-in copy of this Note.

*Mary Brown*

Ms. Mary Brown  
8733 S. Muskegon  
Chicago, IL. 60617

Mr. Rahsaan Wilks  
8733 S. Muskegon  
Chicago, IL. 60617

*Louis Gorgees*  
NOTARY PUBLIC



Personally appeared before me. Executed under seal this 10<sup>th</sup> day of Oct, 2006. State of Illinois, County of Cook.

*Rahsaan Wilks*