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Doc#: 0832334062 Fee: \$66.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 11/18/2008 01:32 PM Pg: 1 of 4

\$75,000

\$75,000

BONDED BILL OF EXCHANGE ORDER

Bill of Acceptance - Time Draft - #<7007 2560 0000 1477 4426>  
NOT A SECURITY - NOT FOR DISCHARGE OF PUBLIC DEBT

Julio C Vargas, Secured Party—Drawer Date: October 16, 2008  
c/o <2312 North Nagle Unit 1  
Chicago [60707] Illinois

To: Secretary of the Treasury, Department of the Treasury Bank - ABA Ledger #000000518  
No later than 15 days after receipt, please Credit the account for JULIO C VARGAS at  
JPMORGAN CHASE BANK, NA

SEVENTY FIVE THOUSAND DOLLARS \$75,000

Personal Treasury UCC Contract Trust Account # 0825518050

The obligation of the Drawee (acceptor), Secretary of the Treasury, through the bailee (authorized agent) of Claimant's financial institution, TTL Department, hereof arises out of the want of consideration for the pledge and by the redemption of the pledge under Public Resolution HJR-192, Public Law 73-10 and Guaranty Trust Co. of NY v. Henwood et al, 307 U.S. 247 (FN3), represented by the attached claim Accepted for Value and bearing the account number # <101L0578208-1>.

This claim document Order complies with UCC 3-104, the terms of the original contract, hereby surrendered as said pledge is redeemed (discharged) by the drawer through the attached document by acceptance for value and exempted from levy. Federal regulations require Claimant's financial institution to accept this bill, sign and present directly via Certified or Registered mail, Return Receipt to the Secretary of the Treasury - Department of the Treasury on Drawer's UCC Contract Trust Account. Unless the original Negotiable Instrument is dishonored in writing within 15 days of receipt by the Secretary of the Treasury Claimant's financial institution is to release the credit on hold to the payee (Claimant) within the time stipulated by Regulation "Z", Truth in Lending Act or on the date designated, whichever is later. The amount of this accepted draft is to be ledgered by Claimant's financial institution, TTL Department, to the designated account for the discharge of this claim (Regulation Z).

Bond # <7007 2560 0000 1477 4426> **These are Certified Funds.**

NOTICE: The law relating to principal and agent applies.

by \_\_\_\_\_  
Bailee's signature (authorized bank TTL agent) w/o prejudice  
Accepted at \_\_\_\_\_ (city), \_\_\_\_\_ (state) on \_\_\_\_\_  
(date)

Document Copies filed with the DTB

Drawer, Secured Party-Creditor; Without Recourse

To be processed as a check - Do not present for collection

\$75,000

Bonded Negotiable Instrument - Void Where Prohibited By Law.

\$75,000

**UNOFFICIAL COPY****PROMISSORY NOTE****Borrower:**

Executive 1 Financial Services Inc

2312 N Nagle, Unit 1

Chicago, IL 60707

Reference Number: 101L0578208-1

**Lender:**

JPMorgan Chase Bank, NA

Logan Square Banking Center LPO

2231 N Milwaukee Ave

Chicago, IL 60647

Principal Amount: \$75,000.00

Date of Note: 06/22/2006

**PROMISE TO PAY:** Executive 1 Financial Services Inc ("Borrower") promises to pay to JPMorgan Chase Bank, NA, its successors and assigns ("Lender") or order, in lawful money of the United States of America, the total principal amount of \$75,000.00 or so much as may be outstanding, together with interest on the unpaid outstanding principal balance from the date advanced until paid in full at the rate or rates referenced in this Note.

**LOAN TYPE:** This Note evidences a Business Line of Credit.

**PAYMENT TERMS:** Borrower will pay this loan in accordance with the following payment schedule:

Accrued interest or \$100.00, whichever is greater, but not to exceed the then outstanding balance of this Note, shall be payable monthly, beginning on July 22, 2006, and on the same calendar day monthly thereafter until the Final Availability Date. As more fully described in the additional terms of this Note, as of the date of the notice from Lender stating the Final Availability Date, no further advances under this line of credit will be available. Thereafter, on the same calendar day as payments were due prior to the Final Availability Date, monthly payments shall be due with each payment equal to the greater amount of (1) \$250.00, or (2) the aggregate sum of (a) accrued interest, plus (b) 1/60th of the unpaid principal balance immediately following the Final Availability Date, or at the request of Borrower, such smaller monthly principal payment as Lender, in its sole discretion, may agree upon and communicate to Borrower in writing.

Payments and any other credits shall be allocated among principal, interest, late charges, collection costs, fees and other charges at the discretion of Lender, unless otherwise required by applicable law. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days; multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.

**INTEREST RATE:** The interest rate on this Note is Prime plus 3.85%. If the rate is based on the Prime Rate, it is a fluctuating rate as further described in this Note.

**PREPAYMENT PREMIUM:** Borrower may pay without fee all or any portion of the loan evidenced by this Note at any time. All prepayments shall be applied in such order and manner as Lender may from time to time determine in its sole discretion.

**LATE CHARGE:** If a payment is 10 days or more late, Borrower will be charged a late charge of 1.00% of the payment due or \$25.00, whichever is greater, up to the maximum amount of \$250.00 per late charge.

**DEFAULT RATE:** If permitted by applicable law, upon the occurrence of any default under this Note, whether or not Lender elects to accelerate the maturity of this Note, at its option, Lender may add any unpaid interest to principal and such sum shall bear interest therefrom until paid and may increase the interest rate an additional 3.00% over the interest rate then in effect.

**ANNUAL FEE:** A non-refundable annual fee of \$150.00, or such other amount as advised by Lender, may be charged to your line of credit for each year that advances are available under this Note or for each year there remains a principal amount outstanding on this Note. No refund of any part of the annual fee will be made in the

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## PROMISSORY NOTE

event of cancellation of the line of credit for any reason. The annual fee for the first year will be \$0.00.

FEE(S): In addition to all other obligations under this Note, Borrower shall pay the following fees together with all other fees described in this Note:

Total: \$0.00

**SECURITY AGREEMENT.** Borrower hereby grants, pledges and assigns to Lender, as security for repayment of the Indebtedness, a security interest in the following property, together with any substitutions and replacements therefor, and all products and proceeds thereof:

accounts and credit accounts of Borrower at any time held by Lender

Such property, together with any property described in any Related Document, is referred to in this Note as the "Collateral".

**FUTURE MODIFICATIONS.** Lender shall have the right, from time to time, to renew, modify and/or extend this Note in its sole discretion (each a "Future Modification"), including, without limitation, the right to (a) increase the principal amount of this Note, (b) extend the Maturity Date, (c) reduce the interest rate temporarily and then increase the rate to no more than the amount provided for herein, (d) permanently reduce the interest rate, (e) modify the periodic payment terms, and/or (f) change fees and time frames for imposition of fees. Lender will inform Borrower of any such Future Modification by written notice, which may take the form of inclusion of such Future Modification in the periodic loan account statement sent to the Borrower. Any use of the principal amount or any other feature of this Note after such notice shall constitute Borrower's acceptance of such Future Modification.

**ADDITIONAL LOAN TERMS.** Certain definitions and other additional terms and conditions of the Note, are attached to this Note and are incorporated herein by reference (the "Additional Terms"). This Note represents the final agreement between Lender and Borrower and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement of the parties. There are no unwritten agreements between Lender and Borrower or Guarantors. Borrower agrees to be bound by all terms of this Note, including but not limited to the jury waiver provisions (where not prohibited by applicable law). Borrower agrees that Lender may record or file this Note if Lender deems it necessary to protect its interest. Borrower acknowledges receipt of the important Additional Terms which are part of this Note and the Security Agreement included in this Note. **BORROWER AGREES THIS SECURITY AGREEMENT SECURES ALL INDEBTEDNESS OF BORROWER AND IS NOT LIMITED TO A SPECIFIC LOAN.** "Indebtedness" is more fully defined in the Additional Terms, is used in its most comprehensive sense to mean any and all obligations of every kind and character of Borrower, or any one or more of them, to Lender, now existing or hereinafter incurred, and includes obligations owing after payment in full of the specific term loan or line of credit described in this Note.

Borrower agrees that a facsimile of the signature(s) of the signer(s) of this Note, in any capacity, may be used to evidence the Borrower's acceptance of the terms of this Note. Any use of the principal amount or any other feature of this Note may be used as evidence of the foregoing authorizations, acceptances and agreements.

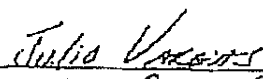
**CONDITIONS FOR FUNDING.** IN ADDITION TO THE OTHER REMEDIES UNDER THIS NOTE, WITHOUT THE CONSENT OF BORROWER OR NOTICE TO ANYONE, LENDER HAS NO OBLIGATION TO MAKE THE INITIAL ADVANCE OR ANY ADVANCE UNDER THIS NOTE IF LENDER DETERMINES, IN ITS SOLE DISCRETION, THAT (A) BORROWER'S NAME ON THIS NOTE OR ANY GUARANTOR'S NAME ON THE GUARANTY IS INCORRECT OR INCOMPLETE; (B) LENDER'S LIEN ON THE COLLATERAL WILL NOT BE THE FIRST LIEN, FREE AND CLEAR OF ALL OTHER LIENS, SECURITY INTERESTS OR ENCUMBRANCES; OR (C) ANY OTHER EVENT OF DEFAULT PROVIDED FOR IN THIS NOTE HAS OCCURRED. ADVANCING FUNDS ON THIS LOAN DOES NOT WAIVE ANY OF LENDER'S RIGHTS AND REMEDIES UNDER THIS NOTE.

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## PROMISSORY NOTE

Executive Financial Services Inc

By:   
Julio C. Vargas

  
Print Title: President

Date: 6-22-06

Julio C. Vargas Settlor  
EIN # 352643753 PREPAID

Property of Cook County Clerk's Office