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Doc#: 0903349032 Fee: \$48.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 02/02/2009 10:50 AM Pg: 1 of 7

Property of Cook County Clerk's Office

LOAN NOTE

Prepared by
Rocco TANGPRA

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Loan No. _____

Date: November 1, 2006

Chicago, Illinois

For Value Received, the Undersigned hereby promises to pay to

ROCCO TANGORRA

Hereinafter referred to as the "Lender", or order, at their offices as indicated above or at such other place as it may designate.

THE PRINCIPAL SUM OF one hundred and fifty thousand dollars (\$150,000.00) and interest on the balance of principal remaining from time to time unpaid at the rate of the prime rate of interest as posted by Bank of America, NA from time to time plus eight percent (8%) per annum. Interest shall commence on the date of initial disbursement of the proceeds or part thereof and is payable monthly in arrears. The monthly payments of interest shall commence on the date upon which all or any portion of the Loan proceeds are disbursed, and continue until the principal and all interest is fully paid. Payment of all principal and accrued but unpaid interest is due and if not sooner paid, on the 1 day of December, 2007. All such payments on account of the indebtedness evidenced by this Note shall be first applied to interest on the unpaid principal balance, then to all other obligations, sums and charges, if any, due and payable under this Note, and the remainder to principal.

Interest shall be calculated on the basis of the actual number of days elapsed over a year of 360 days, but shall not exceed the maximum rate of interest allowable under applicable law for loans of this type.

The principal of each of said installments unless paid when due, shall bear interest after maturity at the rate of ten percent (10%) of the monthly payment of principal and interest will be due on any payment that is received ten (10) or more days after payment is due.

This Note shall be construed according to the laws of the State of Illinois. It is expressly agreed that at the election of the Lender and with written notice personally delivered or sent by regular United States mail postage prepaid to the undersigned to the address herein after set forth, receipt of which is agreed by the parties to be two (2) days after date of mailing, the principal sum unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default and failure to cure the default within fifteen (15) days after receipt of written note of default in regard to the payment of principal or interest when due in accordance with the terms hereof. Nothing herein contained shall be construed to limit the Lender's right to exercise any and all other rights, powers and remedies available to Lender under this notice, at law or in equity.

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thirty-day written notice of such demand. Upon the termination of the thirty days, the Lender shall receive the balance of principle remaining plus any interest due under this agreement.

This Note shall include a personal guaranty from Alex Gershbeyn, Alex Shapiro, and Anna Shapiro, (see "Exhibit A").

This Note is the joint and several obligations of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Tria Properties, LLC, an Illinois Limited Liability Company

By: *Alex Gershbeyn*
Alex Gershbeyn, Member and Manager

By: *Alex Shapiro*
Alex Shapiro, Member and Manager

By: *Anna Shapiro*
Anna Shapiro, Member and Manager

State of Illinois)
County of _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, ALEX GERSHBEYN, ALEX SHAPIRO AND ANNA SHAPIRO being all of the Members and Managers of Tria Properties, LLC, an Illinois Liability Company, personally known to me to be the same persons whose names are subscribed to the foregoing Note appeared before me this day in person and acknowledged that they are all of the Members and Managers of Tria Properties LLC, an Illinois Limited Liability Company, signed, sealed and delivered the foregoing Note as their free and voluntary act and for the free and voluntary act of said Limited Liability Company, for the uses and purposes therein set forth.

Given under my hand and official seal this 1 day of November 2006
2006.



Alina Kinkov
NOTARY PUBLIC

My Commission expires: 8/12/10

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State of Illinois)
County of COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, ALEX GERSHBEYN, ALEX SHAPIRO AND ANNA SHAPIRO, personally known to me to be the same persons whose names are subscribed to the foregoing PERSONAL GUARANTY appeared before me this day in person and acknowledged that they, signed, sealed and delivered the foregoing PERSONAL GUARANTY as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 1 day of November 2006
2006.

Alina Kinkov
NOTARY PUBLIC



My Commission expires: 8/12/10

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Exhibit A PERSONAL GUARANTY

The undersigned Members and Managers, being all of the Members and Managers of the Tria Properties, LLC, an Illinois Limited Liability Company (hereinafter referred to as the "Maker"), being the Maker (as defined in the Note above), in consideration of the Lender disbursing the Principal Sum of the Note in the amount of one hundred and fifty thousand dollars (\$150,000) to the Maker, do hereby absolutely, unconditionally and irrevocably guarantee to the Lender (as defined in the Note above) the full and complete performance of all of the Maker's covenants and obligations under the Note and the full payment by the Maker of all interest and principal due under the Note.

The undersigned do hereby waive requirements of notice of the acceptance of this Personal Guaranty and all requirements of notice of breach or non-performance by the Maker. The undersigned further waives any demand by the Lender (as defined in the Note above) and/or prior action of the Lender (as defined in the Note above) of any nature whatsoever against the Makers. The undersigned obligations hereunder shall remain fully binding although Lender (as defined in the Note above) may have waived one or more defaults by the Maker, extended the time of performance by the Maker, modified or amended the Note and/or released the Maker.

The undersigned agree that in event of insolvency, bankruptcy, or reorganization of Maker, any liquidation, dissolution, winding-up or cancellation of the legal status of Maker, any composition or arrangement by Maker with its creditors, the undersigned shall nonetheless remain liable hereunder for the full and complete performance of the terms and conditions of the Note (as set forth above) to be complied with or performed by the Maker during the entire term of this Note.

The undersigned agree that this Personal Guaranty shall be joint and several and the release of one of the guarantors shall not release any other of such guarantors. This Personal Guaranty shall be binding upon the undersigned and their respective heirs, successors, successors in interest, executors, administrators, representatives and assigns, and shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 1 day of Nov, 2006.

Alex Gershbeyn
ALEX GERSHBEYN

Alex Shapiro
ALEX SHAPIRO

Anna Shapiro
ANNA SHAPIRO

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All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest, and agree to pay all costs of collection when incurred, including reasonable attorneys' fees.

Failure by the Lender at any time to exercise any right shall not constitute a waiver of the right to exercise the same at any other time. No waiver of any right granted to the Lender shall be implied from any omission of the Lender to exercise such right and no express waiver shall affect any right other than the right specified in the express waiver and then only for the time and to the extent therein stated. The Lender shall not be deemed to have waived any provision or right hereunder unless such waiver is in writing signed by it.

At any time and from time to time, without notice to or consent of the Undersigned, and without affecting the liability of the undersigned or any other party for the payment of indebtedness evidenced hereby, the Lender may (1) accept additional makers, endorsers, guarantors, and sureties; (2) release any party liable upon or in respect of this Note for payment of all or part of the indebtedness, evidenced hereby; (3) accept additional security for this Note; (4) release, exchange, surrender, or otherwise deal with any property, real or personal, securing this Note; (5) make any agreement altering or modifying the terms of payment of all or any part of the indebtedness evidenced hereby or of the performance of any obligation evidenced hereby.

Prepayment shall be allowed by the Maker at any time without penalty.

Default is defined herein as the Undersigned's failure to pay any sums after notice within the applicable cure period or the Undersigned's failure to cure any obligation, any covenant or warranty contained herein or in any other documents securing this loan after notice thereof within the applicable cure period.

All remedies provided in this Note and any other document relating to the indebtedness evidenced by this Note ("other documents") are distinct and cumulative to any other right or remedy under this Note, or any other documents or afforded by law or equity, and may be exercised concurrently, independently or successively.

This Note and all provision hereof shall extend to and be binding upon the undersigned, their successors and assigns, any and all persons or entities hereafter owning or holding from time to time this Note, and their respective successors, assigns, heirs and legal representatives.

Any notices addresses, demand or other communication given pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent ordinary mail, postage prepaid, to Lender and the Undersigned at the addresses set forth in the Security Interest Statement securing this Note or such other addresses as any party may from time to time designate in writing to the other parties.

In the event that the Lender shall require the return of the balance of principle remaining at an earlier time then originally scheduled, the Lender shall provide the Borrower with a

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Rocky 773-286-1664

Property

ROCCO TANGORRA 04-06
 8560 W Foster Unit 608
 Norridge, IL 60706

133
 80-0842/0810
 BRANCH 960

DATE 11-01-06

Pay to the order of TRIA PROPERTIES \$ 150,000.00
One hundred fifty thousand and 00/100 — DOLLARS

FIRST BANK Harwood Heights
 4747 N. Harlem Ave., S. Itc F
 Harwood Heights, IL 60706
 1-800-760-BANK (2267)
 www.firstbanks.com

FOR Mr. Dayton

⑆081009428⑆ 2460100899⑈ 0133

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