

UNOFFICIAL COPY



Doc#: 0916046020 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/09/2009 02:59 PM Pg: 1 of 3

PROMISSORY NOTE

Executed in: the City of Chicago, County of Cook, State of IL on March 30, 2009
for a principal amount of \$6,000.00.

FOR VALUE RECEIVED, Donna Caridi and David Lugo the undersigned ("Maker"), individuals with an address of 6539 Joseph Ave., Portage, IN, 46368, U.S.A., unconditionally promises to pay to the order of John McCann ("Holder"), at 1160 S. Michigan, Unit 1707, Chicago, IL 60605, U.S.A., the principal sum of \$6,000.00, together with interest in arrears from the date hereof on the unpaid principal balance, at the rate of 8 percent per annum.

Principal and interest shall be payable in 36 months of \$188.02 each month, commencing on April 20, 2009 and continuing on the same day of each month thereafter until and including March 20, 2012. The remaining unpaid principal, together with any accrued interest, shall be due and payable in full on March 20, 2012, if not already paid.

All payments under this Note shall be in lawful money of the United States.

In no event shall the interest and other charges in the nature of interest hereunder, if any, exceed the maximum amount of interest permitted by law. Any amount collected in excess of the maximum legal rate shall be applied to reduce the principal balance.

All payments under this Note shall be applied first to late fees and costs, if any, second to interest then due, if any, and the balance to principal.

The Maker agrees to pay to the holder all costs, expenses and reasonable attorney's fees incurred in the collection of sums due hereunder, whether through legal proceedings or otherwise, to the extent permitted by law.

This Note may be prepaid at any time, in whole or in part, without penalty or premium.

If any installment hereunder is not paid within 15 days of the date the same is due, the Maker shall pay to the Holder a late charge equal to 5 percent of the overdue payment as liquidated damages, and not as a penalty.

After the maturity of this Note, or upon any default, this Note shall bear interest at the rate of 8 percent per annum, at the option of the Holder.

This Note is secured by 6539 Joseph Ave., Portage, IN 46368 and 3539 W. 105th Place, Chicago, IL 60655 dated March 25, 2009, and executed by Donna Caridi and David Lugo, with respect to the following property: Personal home.

At the option of the Holder, this entire Note shall become immediately due and payable, without demand or notice, upon the occurrence of any one of the following events:

- a. failure of the Maker to pay any installment hereunder when due, which shall continue for 15 days;
- b. any misrepresentation or omission of or on behalf of Maker made to the holder in connection with this loan;
- c. insolvency or failure of Maker or any guarantor to generally pay its debts as they become due;

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- d. assignment for the benefit of creditors of, or appointment of a receiver or other officer for, all or any part of Maker's or any Guarantor's property;
- e. adjudication of bankruptcy, or filing of a petition under any bankruptcy or debtor's relief law by or against Maker or any guarantor;
- f. death of Maker or death of any Guarantor;
- g. sale or transfer, whether voluntary or involuntary, of all or any interest in the property which is security for this Note; or
- h. default under any mortgage, trust deed, security agreement or other instrument securing this Note.

The Maker expressly waives presentment, demand, notice, protest, and all other demands and notices in connection with this Note. No renewal or extension of this Note, nor release of any collateral or party liable hereunder, will release the liability of Maker.

Failure of the Holder to exercise any right or option shall not constitute a waiver, nor shall it be a bar to the exercise of any right or option at any future time.

If any provision of this Note shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Note shall be governed by the laws of IL, U.S.A.

IN WITNESS WHEREOF, this Promissory Note is executed under seal on the day and year first above written.

Executed in the presence of:

WITNESS

MAKER

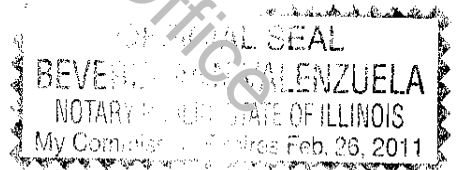
Name

Donna Caridi
Donna Caridi and David Lugo

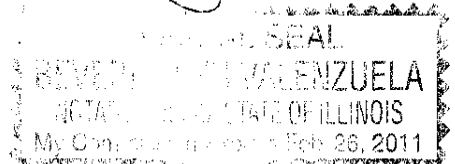
Address

David R. Lugo

City, State ZIP



Beverly A. Valenzuela
3-31-09



Beverly A. Valenzuela
3-31-09

LOT 6 IN RESUBDIVISION OF LOT 14 IN J.S. HOVLANDS CENTRAL
PARK AVENUE SUBDIVISION, IN THE NORTHEAST 1/4 OF SECTION
14, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS

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Property of Cook County Clerk's Office

situated in the County of Cook, in the State of Illinois, hereby releasing and waiving all rights
under and by virtue of the Homestead Exemption Laws of this State

Permanent Real Estate Index Number(s): 24-14-213-123-0000

Address(es) of real estate: 6539 Joseph Ave., Portage, Indiana 46368 and 3539 W.
105th Place, Chicago IL 60655