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Doc#: 0919449069 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/13/2009 03:47 PM Pg: 1 of 4

MORTGAGE

The Mortgagor, ROBERT S. MILLER, pursuant to the attached Secured Note and Continuing Guaranty, mortgages to DACMAR HERMAN TRUST to secure payment of the principal sum of \$100,000.00, payable upon demand with interest, to the following described real estate situated in the County of Cook, State of Illinois:

SEE ATTACHED LEGAL DESCRIPTION

P.I.N. 17-10-400-012-1719

This document prepared by, and should be returned to:

Kenneth B. Drost
Kenneth B. Drost, P.C.
111 Lions Drive, Suite 206
Barrington, IL 60010

DONE AT CUSTOMER'S REQUEST

No predatory lending sheet necessary - CHL

UNOFFICIAL COPY**SECURED NOTE**

U.S. \$100,000.00

Chicago, Illinois
June 27, 2009

FOR VALUE RECEIVED, the undersigned, **MILLER & ASSOCIATES, LTD.** (MAKER), located on the date hereof at 205 West Wacker Drive, Suite 1750, Chicago, Illinois 60606 promises to pay the **Dagmar Herman Trust** (located on the date hereof at 17710 Rhode Island Court, Orland Park, Illinois 60462, the principal sum of **One Hundred Thousand, and No/100 (\$100,000.00)** Dollars payable as follows: The entire amount of principal and interest due on demand, interest to be simple at the rate of four and one-half per cent (4 1/2%) per annum.

Robert S. Miller, individually, of 400 East Randolph, Unit 3113, Chicago, IL 60601 hereby guarantees this note and grants a security interest in the following described property to secure the payment of this Note: 100% of the common stock of Miller & Associates, Ltd., an Illinois Professional Corporation and the property located at 400 East Randolph, Unit 3113, Chicago, IL 60601.

MAKER may prepay the principal amount outstanding in whole or part at any time without penalty.

Presentment notice of dishonor and protest are hereby waived by MAKER, sureties, guarantors, any other makers, and endorsers and shall be binding upon them and their successors and assigns.

Any notice to MAKER provided for in this Note shall be given by mailing such notice by certified mail, return receipt, addressed to MAKER at the address stated above, or to such other address as MAKER may designate in writing to the Note holder by mailing such notice by certified mail, return receipt to the Note Holder at the address stated above, or to such other address as Note Holder may designate in writing to MAKER by mailing such notice by certified mail, return receipt to MAKER.

MAKER expressly and affirmatively hereby states that he has read the foregoing PROMISSORY NOTE in its entirety, believing the Note to be fair and equitable and affirmatively stating that he has had an opportunity to consult with an attorney before signing the Note. This Note shall be construed by the laws of the state of Illinois.

The above and foregoing hereby acknowledged, undertaken, and accepted by:

MILLER & ASSOCIATES, LTD.

by

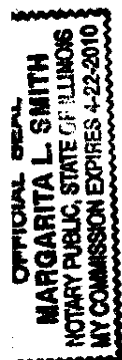
Robert S. Miller
Robert S. Miller, President

GUARANTOR

Robert S. Miller
Robert S Miller, Individually

Subscribed and sworn to before me this 27th day of June, 2009

Margarita L. Smith
NOTARY Public



UNOFFICIAL COPY

CONTINUING GUARANTY

IN CONSIDERATION OF the value advanced by the **Dagmar Herman Trust** (LENDER) located at the date hereof at 17710 Rhode Island Court, Orland Park, IL 60467, to **MILLER & ASSOCIATES, LTD.** (MAKER) as evidenced by the **SECURED INSTALLMENT NOTE** (NOTE) in the amount of **One Hundred Thousand and No/100 (\$100,000.00)** Dollars of even date herewith, and in consideration of any loans, advances or financial accommodations heretofore or hereafter granted By LENDER to or for the account of the MAKER, the undersigned **ROBERT S. MILLER** (GUARANTOR), located on the date hereof at 400 East Randolph, Unit 3113, Chicago, Illinois 60601, guarantees the payment to LENDER of all sums which may be presently due and owing and of all sums which shall in the future become due and owing to LENDER from MAKER under the NOTE or any other obligation of MAKER to LENDER and also guarantees the due performance by MAKER of all of its obligations under said NOTE or other obligation. GUARANTOR has a financial interest in MAKER and the NOTE.

GUARANTOR agrees: that this Guaranty shall not be impaired by any modification, supplement, action, extension or amendment of the NOTE, nor by any agreements or arrangements whatever with the MAKER or anyone else; that the liability of GUARANTOR hereunder is direct, unconditional and continuing and may be enforced without requiring LENDER to first resort to any other right or remedy against MAKER or anyone else; that GUARANTOR shall have no right of subrogation, reimbursement or indemnity, and that nothing shall discharge or satisfy the liability of GUARANTOR hereunder except the full payment and performance of all of MAKER's obligations to LENDER under the NOTE.

GUARANTOR hereby grants to LENDER a security interest in and to the property located at 400 East Randolph, Unit 3113, Chicago, Illinois 60601 to secure the performance of MAKER and GUARANTOR under the NOTE and this Guaranty, and authorizes MAKER or LENDER to execute any documentation necessary to perfect such security interest.

GUARANTOR waives: notice of acceptance hereof, presentment and protest of any instrument and notice thereof, notice of default, and all other notices to which GUARANTOR might otherwise be entitled.

GUARANTOR expressly and affirmatively states that he has read the foregoing Guaranty in its entirety, believing it to be fair and equitable and affirmatively stating that he has had an opportunity to consult with an attorney before signing the Guaranty. This Guaranty shall be construed by the laws of the State of Illinois.

The above and foregoing hereby acknowledged, undertaken and accepted on June 27, 2009, by:

GUARANTOR:



Robert S. Miller
Robert S. Miller, Individually

Subscribed and sworn to before me this 27th day of June, 2009

Margarita L. Smith
Notary Public

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LEGAL DESCRIPTION:

UNIT 3113 AS DELINEATED ON PLAT OF SURVEY OF CERTAIN LOTS IN THE PLAT OF LAKE FRONT PLAZA, A SUBDIVISION OF A PARCEL OF LAND LYING IN ACCRETIONS OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1962 AS DOCUMENT 18461961 CONVEYED BY DEED FROM ILLINOIS CENTRAL RAILROAD COMPANY TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 17460 RECORDED MAY 7, 1962 AS DOCUMENT 18467588, AND ALSO SUPPLEMENTAL DEED THERETO RECORDED DECEMBER 23, 1964 AS DOCUMENT 19341545; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 22453315, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-10-400-012-1719

PROPERTY ADDRESS: 400 E. Randolph, Unit 3113, Chicago, Illinois 60601

Property of Cook County Clerk's Office