



Doc#: 1222950018 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/16/2012 10:49 AM Pg: 1 of 3

PROMISSORY NOTE

\$50,000.00
(Fifty Thousand Dollars)

1 Promise to Pay. FOR VALUE RECEIVED, the undersigned, Leslaw Jaskot, Maria Jaskot, and Bogdan Polek (Collectively known as "Borrower" with each being jointly and severable liable), promises to pay in lawful money of the United States of America to the order of **Trucker's Association of Chicago Utc.**, an Illinois Corporation (hereinafter "Lender") the principal sum of fifty thousand dollars (\$50,000.00) with interest from the date hereof on the terms as set forth below.

2 Interest. Interest shall accrue at a rate from the date hereof to the Maturity Date at twenty-nine percent (29%) per annum.

3. Payments and Term. Interest only Payment.

(a) A monthly payment of \$120.33 shall be the payment for interest only through and until Maturity Date, as defined below, or the date the loan is paid in full, whichever is sooner.

(b) A balloon payment of fifty thousand dollars (\$50,000.00) shall be due and payable on October 31, 2012 ("Maturity Date").

All payments on account of the indebtedness evidenced by this Note shall be first applied to interest only.

4. Prepayment. The indebtedness evidenced by this Note may be prepaid without penalty, in whole or in part, upon prior written notice. Interest shall be payable as accrued through the date of the payment.

5. Default.

(a) The occurrence of any one or more of the following shall constitute an event of default under this Note:

(i) Failure to make any payment of principal or interest when due hereon, followed by the failure to make such payment within forty-five (45) days after written notice thereof given to Borrower by Lender; provided, however, that Lender shall not be obligated to give Borrower written notice prior to exercising its remedies with respect to such default if Lender had twice previously given Borrower during that calendar year a notice of default for failure to make a payment of principal or interest hereon.

(b) Time is of the essence. If an event of default occurs under this Note,

(i) the entire principal balance hereof and all accrued interest shall, at the option of Lender, without notice, bear interest at a rate from time to time equal to seven (5)

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percentage points over the world average for the note rate from the date of the event of default until such event of default is cured and

(ii) the entire principal balance hereof and all accrued interest shall immediately become due and payable at the option of Lender, without notice. Lender's failure to exercise any option hereunder shall not constitute a waiver of the right to exercise the same for any subsequent event of default.

6 **Late Charges.** Borrower acknowledges that, if any payment under this Note is not made when due, Lender will as a result thereof incur cost not contemplated by this Note, the exact amount of which would be extremely difficult or impracticable to ascertain. Such costs include without limitation processing and accounting charges. Accordingly, Borrower hereby agrees to pay to Lender with respect to each payment which is not received by Lender within twenty (21) days after such payment is due under this Note a late charge equal to seven percent (7%) of the amount of the payment. Borrower and Lender agree that such late charge represents a fair and reasonable estimate of the costs Lender will incur by reason of such late payment. Acceptance of such late charge by Lender shall in no event constitute a waiver of the default with respect to the overdue amount, and shall not prevent Lender from exercising any of the other rights and remedies available to Lender.

7 **Costs and Attorneys' Fees.** If an event of default occurs under this Note and Lender consults an attorney regarding the enforcement of any of its rights under this Note or the Mortgage, or if this Note is placed in the hands of an attorney for collection, or if suit be brought to enforce this Note or the Mortgage, Borrower promises to pay all costs thereof, including reasonable attorneys' fees. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees in any appeal or in a proceeding under any present or future federal bankruptcy act or state receivership.

8 **Security.** This note is secured by property located at 2514 N. River Road, River Grove, Illinois 60171 ("Collateral").

9 **Waiver of Presentment.** Borrower hereby waives presentment and demand for payment, notice of dishonor, protest and notice of protest.

10 **Joint and Several Liability.** The liability of each of the undersigned is joint and several with respect to all obligations hereunder.

11 **Loan Charges.** Interest, fees and charges collected or to be collected in connection with the indebtedness evidenced hereby shall not exceed the maximum, if any, permitted by any applicable law. If any such law is interpreted so that said interest, fees and/or charges would exceed any such maximum and Borrower is entitled to the benefit of such law, then: (1) such interest, fees and/or charges shall be

already collected from Borrower which exceeded the permitted maximum, and (2) any sums which exceed the permitted maximum will be refunded. Lender may choose to make the refund either by treating the payments to the extent of the excess, as prepayments of principal or by making a direct payment to Borrower. No prepayment premium shall be assessed on prepayments under this paragraph. The provisions of this paragraph shall control over any inconsistent provision of this Note or the Mortgage or any other document executed in connection with the indebtedness evidenced hereby.

12. **Governing Law.** This Note shall be construed, enforced and otherwise governed by the laws of the State of Illinois.

13. **Lender.** As used herein the term "Lender" shall mean the holder and owner of this Note.

Leslaw Jaskot
Leslaw Jaskot
"Borrower"

Maria Jaskot
Maria Jaskot
"Borrower"

Bogdan Polak
Bogdan Polak
"Borrower"

Borrowers' Address: 2514 N. River Road, River Grove, Illinois 60171

[Signature]
Jeffrey Szymanski, President
Truckee's Association of Chicago I.L.C.
"Lender"

STATE OF Illinois COUNTY OF Lake, ss:

This instrument was acknowledged before me on this 4th day of October, 2011.

[Signature]
Notary Public



Notary Public
Title (and Rank)
My Commission expires 6-17-14

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Legal Description

File # : 1005367
Borrower Name: American Truck and Trailer Repair, LLC
Address: 2314 North River Rd
River Grove, IL 60171

Pin # : 12-35-102-035-0000 & 033~~4~~034 & 035

Legal Description:

PARCEL 1: THE SOUTH 150 FEET OF THE NORTH 480 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 33 FEET THEREOF DEDICATED FOR FIFTH AVENUE BY DOCUMENT 26906294) IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN N. TRUMBULL'S BELDEN AVENUE SUBDIVISION OF THE EAST 1/2 OF THE SOUTH 330 FEET OF THE NORTH 660 FEET OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 (EXCEPT THE SOUTH 150 FEET OF THE NORTH 480 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4) OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 19, 20, 21 AND 22 IN NORTH TRUMBULL'S BELDEN AVENUE SUBDIVISION OF THE EAST 1/2 OF THE SOUTH 330 FEET OF THE NORTH 660 FEET OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 (EXCEPT THE SOUTH 150 FEET OF THE NORTH 480 FEET OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4) OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF MEDILL AVENUE LYING NORTH AND ADJOINING LOTS 19, 20, 21, AND 22 BETWEEN THE WESTERLY LINE OF LOT 19 EXTENDED NORTH, AND THE EAST LINE, OF LOT 22 EXTENDED NORTH, IN NORTH TRUMBULL'S BELDEN AVENUE SUBDIVISION OF THE EAST 1/2 OF THE SOUTH 330 FEET OF THE NORTH 660 FEET OF NORTH WEST 1/4 OF THE NORTH WEST 1/4 (EXCEPT THE SOUTH 150 FEET OF THE NORTH 480 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4) OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS ORIGINALLY RECORDED ON MAY 24, 1949 UNDER DOCUMENT NUMBER 14558281 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS, ALL BEING LOCATED IN THE VILLAGE OF RIVER GROVE, COOK COUNTY, ILLINOIS.