

DO NOT DESTROY THIS PROMISSORY NOTE. WHEN PAID IN FULL, THIS NOTE, TOGETHER WITH THE SECURITY INSTRUMENTS SECURING THE SAME, SHOULD BE MARKED AS CANCELED BY THE LENDER AND DELIVERED TO THE BORROWER AND OTHER PARTIES AS RECEIPT OF ALL AMOUNTS OWING UNDER THIS NOTE.

PROMISSORY NOTE

(Secured): \$50000
Location: 9413 s Parnell, chicago
Date: 2.1.2014
Interest Rate: _____

The undersigned, Gongjin Luo whose home is located at 1528 E Olive street, Palatine, IL 60074, and its successors and assigns (the "Borrower"), does hereby promise to pay to the order of

Name: Yuemin Wang

Address: _____, in lawful money of the United States of America and in immediately available funds, the principal amount of Fifty thousand (\$ 50000), or so much is advanced and remains outstanding on the Maturity Date (as defined below), together with interest from and after the date hereof on the outstanding principal balance at the rate and upon the terms and conditions set forth herein.

THIS NOTE SHALL BE GOVERNED BY THE FOLLOWING TERMS:

1. Term; Maturity. This Note shall be mature and become due and payable in full on 2/1/2017 (the Maturity Date), unless Lender and Borrower extend the Maturity Date in writing.
2. The annual interest rate of the loan will be separate agreement between gongjin luo and yuemin wang. The principal and interests will be paid in a lump sum at the note maturity day.
3. Security. As a condition to Lender accepting this Note from Borrower, and as security therefore, Borrower acknowledges and agrees that the payment and performance of the Borrower and its obligations under this Note shall be secured by Borrower granting to Lender a general security interest in and to all of its tangible and intangible assets of any kind or nature, including, but not limited to, the mortgage of the real estate located at 9413 s Parnell, chicago (the "Property") and duly recorded with cook County Registry of Deeds. The Borrower agrees to register this Note on the real estate as the No. One in sequence, and maintain this Note on the real estate as the No. One in sequence status until this Note is paid in full. The Lender agrees to surrender this Note's No. One in



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sequence after this Note is paid in full. The Borrower agrees to NOT use this property on any future real estate loan until this Note is paid in full.

4. Covenants and Agreements of Borrower. Until this Note has been paid in full as provided herein, Borrower hereby covenants and agrees with Lender as follows:

(a) Borrower will at all times take or cause to be taken all such action as may from time to time be necessary to maintain, preserve, and renew its existence as a limited liability company in good standing under the laws of the State of Illinois.

(b) Borrower agrees to perform, keep and observe all of the terms, conditions, covenants, agreements, warranties or representations contained in this Note, the Security Agreement and in any other agreement regarding the Collateral to which it is bound as though fully set forth herein and agreed to hereby.

(c) Borrower will pay and discharge, as the same become due and payable, all taxes, assessments and governmental and other charges lawfully levied and imposed upon the properties, earnings and business of the Borrower; provided, however, that nothing contained in this subparagraph shall require the Borrower to pay any such tax, assessment or charge so long as the Borrower in good faith shall contest the validity thereof and shall set aside on its books such reserves, if any, as shall be deemed adequate in the opinion of the board of directors of the Borrower with respect to any such tax, assessment or charge so contested.

(d) Without the prior written consent of the Lender, the Borrower will not liquidate or dissolve or institute proceedings for the liquidation or dissolution of the Borrower; merge with or consolidate into any other limited liability company, corporation or other entity, foreign or domestic; or sell or otherwise dispose of all or substantially all of its assets.

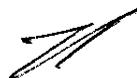
(e) Without the prior written consent of the Lender, which the Lender will not unreasonably withhold having due regard for all of the debts and obligations owed by the Borrower to the Lender, the Borrower shall not grant to any other party a security interest in or otherwise create a mortgage or lien upon any of the Collateral.

(f) Other than in the ordinary course of its business, Borrower will not sell, convey, encumber, transfer, or assign, transfer or otherwise dispose of all or any part of the Collateral which secures this Note without first obtaining the written consent of Lender to such sale, conveyance, encumbrance, transfer, assignment or other disposition; and in the event Borrower sells, conveys, encumbers, transfers or assigns, or otherwise disposes of all or any part of its interest in any of the Collateral which secures this Note, upon the prior written consent of the Lender to such event, Borrower shall assign, or cause to be assigned, sufficient proceeds therefrom to the Lender to pay this Note and shall execute such instructions as may be necessary to cause such proceeds to be released to Lender from any escrow in which they are held.

(g) Borrower will keep at all times true and complete books of account and financial records in accordance with generally accepted accounting principles. The Lender and its attorneys, accountants and other representatives shall be entitled to review and make extracts or copies of any and all of such books and records at all reasonable times and for any purpose reasonably related to the Lender's interest under this Note.

5. Default by Borrower. Any one or more of the following shall constitute an event of default@ by Borrower under the terms of this Note:

(a) If Borrower fails to pay any payment, whether at Maturity or otherwise, of principal and/or interest upon the due date thereof, if such default continues and remains uncured for a period of ten (10) days;



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(b) If Borrower defaults in the performance or observance of any of the covenants, conditions or agreements set forth in this Note, and if such default continues and remains uncured for any curative period provided for therein; or

(c) If Borrower institutes proceedings to be adjudicated a voluntary bankruptcy; consents to the filing of a bankruptcy proceeding against it; files or consents to filing of a petition or answer or consent seeking reorganization under the federal bankruptcy laws or any other similar applicable federal or state law; consents to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of the Borrower or a substantial part of its property; assigns for the benefit of creditors made by the Borrower; admits in writing of its inability to pay its debts generally as they become due; or takes any action in furtherance of any of the aforesaid purposes.

6. Lender's Remedies for Default. In the event of a default described in Paragraph 10 above, and after any applicable notice and/or curative period specified therein, at the option of Lender, and upon written demand, the Lender may do or cause to be done any one or more of the following:

(a) Declare the entire outstanding balance hereof, including all fees and costs (if any), principal and accrued but unpaid interest thereon, immediately due and payable in full; and/or

(b) Exercise any other of its rights or remedies available to Lender under the terms of this Note, as well as all other rights and remedies Lender shall have as a secured party under the Uniform Commercial Code.

(c) Receive the No. 1 mortgage owner status on the Property.

Each of the options, rights and remedies provided herein or available at law or in equity which may be exercised by Lender, may be exercised separately or concurrently with any one or more other options, rights or remedies. Failure to exercise any option, right or remedy shall not constitute a waiver of the right of the Lender to exercise such option, right or remedy in the event of or with respect to any prior, subsequent or concurrent transaction or occurrence of the same or a different kind or character.

7. Conformity with Usury Laws. Notwithstanding anything to the contrary contained herein, the amount of interest payable under the terms of this Note shall in no event exceed the maximum amount of interest permitted to be charged by law. Any interest so paid by the Borrower in excess of the maximum amount of interest permitted by law shall be deemed to have been payments of principal.

8. Attorneys' Fees and Costs. If any action or proceeding, including arbitration, is commenced to collect this Note or any part thereof at law, in equity, in bankruptcy or otherwise, or if Borrower's obligations hereunder or any part thereof are placed in the hands of attorneys for collection, the court or arbitrator in such action or proceeding shall award Lender, or any other holder of this Note, in addition to any other relief granted, (i) the actual reasonable attorneys' which the prevailing party has paid or is obligated to pay; and (ii) all costs and expenses, not merely recoverable costs, which the prevailing party has paid or is obligated to pay. The court or arbitrator may reduce such actual reasonable attorneys' fees, costs and expenses only to the extent that the court or arbitrator determines that such amounts were unnecessarily incurred. This provision is intended to be severable from any other provision of this Note and is not to be deemed merged in the judgment.



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9. Time is of the Essence. TIME IS EXPRESSLY DECLARED TO BE OF THE ESSENCE of each obligation of the Borrower hereunder and in all matters concerning this Note, including all acts or things to be done or performed in connection herewith, and specifically of every provision of this Note in which time is an element.

10. No Waiver; Extension of Time for Repayment. The Lender of this Note may extend the time for payment, postpone the enforcement hereof or grant any other indulgences without affecting or diminishing the Lender's right to recourse against the Borrower or any endorsers, sureties or guarantors, which right is expressly reserved.

11. Binding Effect; Assignability. The terms and provisions hereof shall inure to the benefit of and be binding upon the Borrower and Lender and their respective heirs, legatees, personal and legal representatives, executors, administrators, successors and assigns; provided, however, the Borrower's obligations hereunder are nontransferable and non-assignable without the prior written consent of the Lender. Any person who assumes the obligations under this Note shall also be obligated to keep of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all of them together, meaning that any one of them may be required to pay all of the amounts owed under this Note.

12. Severability. In the event any one or more of the provisions contained in this Note, or any application thereof shall be invalid or rendered unenforceable in any effect, the validity, legality and enforceability of the remaining provisions contained herein and the application thereof shall not in any way be affected or impaired thereby.

13. Governing Law. This Note and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Cook without giving effect to any conflict of law provision.

14. If borrower, **gongjin luo**, loses the ability to manage the property, his friend, James Xie (312-208-4477, jimx98@yahoo.com) will help to manage and liquidate the property. James Xie will be responsible for making payment to yuemin wang's investment principal and interest. Attorney Pengtian Ma (773-847-7890) is responsible for legal related issues.

15. Borrower, gongjin luo, will keep contact by email with yuemin wang. **if anything changes, Ms. Yuemin Wang and his son, Heng Wang (415 3689412)** should be informed as soon as possible.

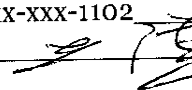
IN WITNESS WHEREOF, the Borrower has caused this Promissory Note (Secured) to be executed and delivered by a duly authorized officer as of the day and year first above written, which Note, when executed, shall constitute a binding obligation of the Borrower.

BORROWER: Gongjin luo,

EIN or SSN xxx-xxx-1102

Date of Birth November 18, 1964

SIGN _____

 2-5-2014

LENDER: **Yuemin Wang**

SIGN _____



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LEGAL DESCRIPTION

THE SOUTH 30 FEET OF THE NORTH 149.7 FEET OF BLOCK 2 IN BLOCKWAY
ADDITION TO SOUTH ENGLEWOOD, BEING A SUBDIVISION OF THE EAST 5 ACRES OF
THE SOUTH 1/2 OF THE WEST 30 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4
OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

9413 S. Parnell. Chicago.

PIN: 25-04-328-037-0000

Property of Cook County Clerk's Office

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INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of IL }
County of Cook } ss.

On this the 5th day of February, 2014, before me,
Day Month Year

Erica Harris, the undersigned Notary Public,
Name of Notary Public

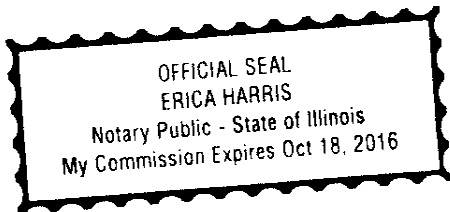
personally appeared Gongjin Luo,
Name(s) of Signer(s)

personally known to me – OR –

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



Erica Harris
Signature of Notary Public

Place Notary Seal/Stamp Above

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

INFORMATION IN AREAS 1-4 REQUIRED IN ARIZONA. OPTIONAL IN OTHER STATES.

Description of Any Attached Document

1 Title or Type of Document: Promissory Note for 9413 S Parnell
2 Document Date: 2/5/14 Number of Pages: 5 pgs
3 Signer(s) Other Than Named Above: N/A