

UNOFFICIAL COPY

DEMAND PROMISSORY NOTE

\$400,000.00

April 12, 2017
Due: On Demand
After 60 Days

FOR VALUE RECEIVED, and upon the terms and conditions set forth herein, 4725 Western, LLC, having an address at 4725 North Western Avenue, Suite 220, Chicago, Illinois ("**Borrower**"), promises to pay to Jason Modzelewski ("**Lender**"), at c/o D & J Accounting & Tax Service, LTD, 4950 North Harlem Avenue, Harwood Heights, Illinois or at any such other place as may be designated in writing by Lender, the principal sum of Four Hundred Thousand and 00/100 Dollars (\$400,000.00), in lawful money of the United States of America, together with interest thereon to be computed as set forth below, and to be paid in accordance with the terms of this Demand Promissory Note (this "**Note**").

1. **INTEREST.** Interest shall accrue and be payable on any principal balance of this Note that is outstanding during the following period of times at the corresponding annual percentage rates:

| | |
|--------------------------|-----|
| Effective Date to Day 60 | 10% |
| Day 61 to Day 90 | 12% |
| Day 91 to Day 120 | 18% |
| After Day 120 | 28% |

2. **PAYMENT TERMS.** The entire outstanding principal balance of this Note, together with all accrued but unpaid interest thereon, and together with all other sums due to Lender under this Note, shall be due and payable to Lender on the Maturity Date. This Note may be repaid in part or in whole at any time without penalty or fee for prepayment.

3. **OPTION TO CONVERT.** The Lender shall have the option to convert the outstanding principal balance of this Note to equity interest in the investment entity that may be holding title to or has contract rights in the property commonly known as 4730-4734 North Lincoln Avenue, Chicago, Illinois on the date of conversion. William Platt and Lender shall negotiate all material terms of the equity conversion in good faith and, upon mutually satisfactory closing of such equity conversion, this Note shall be discharged and satisfied.

4. **MATURITY DATE.** This Note is due upon the demand of Lender made at least Sixty (60) days after the Effective Date.

5. **EFFECTIVE DATE:** April 12, 2017.

6. **ATTORNEY FEES.** Upon disbursement of the principal balance of this Note, the Borrower shall pay the Lender the amount of \$1,000 for attorney fees incurred.



Doc# 1712449003 Fee \$68.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/04/2017 09:01 AM PG: 1 OF 4

UNOFFICIAL COPY

7. **BUSINESS LOAN.** The Loan is a business loan which comes within the purview of Section 205/4, paragraph (1)(c) of Chapter 815 of the Illinois Compiled Statutes, as amended. Borrower agrees that the Loan evidenced by this Note is an exempted transaction under the Truth In Lending Act, 15 U.S.C., Section 1601, et seq.

8. **DISBURSEMENT OF FUNDS.** The Lender has paid \$200,000.00 to the Borrower on April 12, 2017 and promises to pay the balance of \$200,000.00 on or before May 15, 2017. In the event the Lender has to borrow against his brokerage account in order to pay the second \$200,000.00 prior to May 15, 2017, the Borrower agrees to pay all costs associated with that transaction i.e. closing costs incurred by the Lender or his brokerage account.

9. **CONSTRUCTION AND AMENDMENTS.** Time is of the essence hereof. This Note shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the statutes, laws and decisions of the State of Illinois. This Note may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought. Both Borrower and Lender represent and warrant to each other that they have been represented by a competent lawyer in the preparation, negotiation and drafting of this Note and as such, no presumption shall attach in the interpretation of this Note more strictly or favorably towards either Borrower or Lender.

10. **INDEMNIFICATION.** Lender shall not be construed for any purpose to be a partner, joint venturer, agent or associate of Borrower or of any lessee, operator, concessionaire or licensee of Borrower in the conduct of its business, and by the execution of this Note, Borrower agrees to indemnify, defend and hold Lender harmless, including but not limited to all costs, expenses and reasonable attorneys' fees, from and against any and all damages, costs, expenses and liability that may be incurred by Lender as a result of a claim that Lender is such partner, joint venturer, agent or associate. Irrespective of the nature of any alleged breach by Lender of any of its obligations hereunder or under the Loan Agreement, in no event shall Lender be liable to Borrower with respect to any claim for indirect, incidental, consequential, special or exemplary damages or lost profits, and Borrower, for itself and each of its affiliates and any guarantor, hereby waives all such claims.

11. **SEVERABILITY.** If any provision of this Note is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Borrower and Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Note, and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

12. **SECURED LOAN.** This Note is secured by a certain Pledge of William Platt's membership interest in 4725 Western LLC, that was executed on even date herewith.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as of the date first above written.

BORROWER:


4725 WESTERN, LLC

Prepare By:

Erbacci & Cerone, Ltd
770 Lee Street, Ste 201
Des Plaines, IL 60016
(847) 294-9900

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT
Legal Description

Address:

4725 N Western, Chicago, IL 60625

PIN(s):

14-18-100-006-0000

14-18-100-028-0000

14-18-100-029-0000

Legal Description for real estate underlying the Mortgage

LOTS 109 TO 115, BOTH INCLUSIVE, AND THE NORTH 9.0 FEET OF LOT 108 (EXCEPT THAT PART OF SAID LOTS LYING WEST OF A LINE 50.0 FEET EAST OF THE WEST LINE OF SECTION 18) IN P. J. SEXTON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.