

# UNOFFICIAL COPY

Doc#: 2404606326 Fee: \$107.00

Karen A. Yarbrough

Cook County Clerk

Date: 02/15/2024 02:24 PM Pg: 1 of 4

Property of 23119341  
NOTE COVER PAGE  
Cook County Clerk's Office

Prepared by:  
Ted Gauza  
713 W. Higgins Ave  
Chicago, IL 60656

mail to:  
K&A Home Enterprises  
12440 Sunwillow Ave  
El Paso, TX 79938

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## Promissory Note

Dollar Amount: \$50,000 Dated: \_\_\_\_\_  
 Total Principal Amount: \$50,000 State of: Illinois

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of K & A Home Enterprises, the sum of FIFTY Thousand Dollars (\$50,000.00), together with interest thereon at the rate of thirty percent (30 %) per annum on the unpaid balance. Said sum shall be paid in the manner following: Principal and interest of some \$15,000.00 or a total of \$65,000.00 is due in 4 months after this Note is signed. A \$200 per day late fee will apply and \$7356.54 will be used at closing pay back real estate taxes. This Note will be recorded as a mortgage lien on the property located at 8432 S Sangamon in Chicago (see Attached legal description)

All payments shall be first applied to interest and the balance to principal. All prepayments shall be applied in reverse order of maturity. This note may be prepaid, at any time, in whole or part, without penalty. This note shall at the option of any holder hereof be immediately due and payable upon the occurrence of any of the following:

1. Failure to make any payment due hereunder within Five days of its due date.
2. Breach of any condition of any security interest, mortgage, pledge agreement or guaranty granted as collateral security for this note.
3. Breach of any condition of any security agreement or mortgage, if any, having a priority over any security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note.
4. Upon the death, dissolution or liquidation of any of the undersigned, or any endorser, guarantor or surety hereto.
5. Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or for relief under any provisions of the Bankruptcy Code; or by suffering an involuntary petition in bankruptcy or receivership not vacated within 30 days.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of \$200.00 per day percent (   %) of said payment or \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

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Signed in the presence of:

Witness: \_\_\_\_\_

Borrower: \_\_\_\_\_

*Kenilworth Consulting Group LLC*

*S. Rubin*  
*Samir Rubingisa, manager*

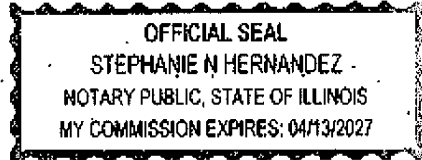
Witness: \_\_\_\_\_

Borrower: \_\_\_\_\_

On November 16 2023, before me, Stephanie N Hernandez appeared Samir Rubingisa, 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Stephanie N Hernandez*  
Signature of Notary



Affiant: \_\_\_\_\_ Known  Produced ID  
Type of ID: \_\_\_\_\_  
(Seal)

### GUARANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.

In the presence of:

Witness: \_\_\_\_\_

Guarantor: \_\_\_\_\_

Witness: \_\_\_\_\_

Guarantor: \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_ appeared \_\_\_\_\_, 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

Affiant: \_\_\_\_\_ Known \_\_\_\_\_ Produced ID  
Type of ID: \_\_\_\_\_  
(Seal)

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Property of Cook County Clerk's Office

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LOTS 14 AND 15 IN BLOCK 4 IN BELLAMY'S SUBDIVISION OF THE NORTH 40  
ACRES OF THE SOUTH 60 ACRES OF THE EAST HALF OF THE SOUTHWEST  
QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Numbers: 20-32-412-031-000 AND 20-32-412-032-0000  
Commonly Known As: 8432 S. Sangamon St. Chicago, IL 60620

Cook County Clerk's Office