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Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713

Doc# 2410011002 Fee \$93,00

ILRHSP FEE:\$18.00 RPRF FEE:\$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE

DATE: 4/9/2024 11:25 AM

PAGE: 1 OF 7

The property identified as:

PIN: 20-34-122-060-0000

Address:

Street:

8246 S. Calumet Avenue

Street line 2:

City: Chicago

Lender: Prosper Firm LLC

Borrower: Chandler Investment LLC

Loan / Mortgage Amount: \$32,000.00

State: IL College Coll This property is located within the program area and the transaction is exempt from the require cents of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

Certificate number: 896ECB86-0677-4047-9404-5AFA3618735D

Execution date: 4/2/2024

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LOAN AGREEMENT AND PROMISSORY NOTE

PREPARER

Kyle J Flowers

PREPARER ADDRESS

1440 W Taylor St. 1188, Chicago, IL 60607

PROPERTY ADDRESS

8246 S Calumet Avenue, Chicago, IL 60619; PIN 20-34-122-060-0000 Two or more story residence, over 62 years of age up to 2,200 square feet (2-05)

The Land is described as follows:

LOT 1 IN THE RE-SUBDIVISION OF PART OF THE EAST 1/2 OF BLOCK 23 IN THE SUBDIVISION OF HEIRS OF IRA WEBSTER OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 14235548, IN COOK COUNTY, ILLEFOIS.

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C..

Collateral.

As collateral for repayment of Loan Amount, BORROWER agrees that LENDER will record a second lien position on the property located at 8246 S Calumet Ave, Chicago, IL 60619.

D.

Method of Loan Payment.

The BORROWER shall make all payments called for under this loan agreement via wire or direct deposit payable to the following individual or entity at the address indicated:

Prosper Firm 200 Lincoln Avenue Milly Mr. PA 15209

If LENDER gives written notice to BORROWER that a different address shall be used for making payments under this loan agreement, BORROWER shall use the new address so given by LENDER.

E.

Default.

The occurrence of any of the following events shall constitute a Default by the BORROWER of the terms of this loan agreement and promissoly note:

BORROWER seeks an order of relief under the Federal is inkruptcy laws.

2)

A federal tax lien is filed against the assets of BORROWER

F.

Additional Provisions Regarding Default.

2/0/4/5 Addressee and Address to which LENDER is to give BORROWER written notice of default:

Chandler Investment LLC 205 N Michigan Ave Ste 810 Chicago, IL 60601

If BORROWER gives written notice to LENDER that a different address shall be used, LENDER shall use that address for giving notice of default (or any other notice called for herein) to BORROWER.

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2)

Cure of Default. Upon default, LENDER shall give BORROWER written notice of default. Mailing of written notice by LENDER to BORROWER via U.S. Postal Service Certified Mail shall constitute prima facie evidence of delivery. BORROWER shall have 15 days after receipt of written notice of default from LENDER to cure said default. In the case of default due solely to BORROWER'S failure to make timely payment as called for in this loan agreement, BORROWER may cure the default by either: (i) making full payment of any principal and accrued interest (including interest on these amounts) whose payment to LENDER is overdue under the loan agreement and, also, the late-payment penalty described below; or (ii) release collateral to LENDER as described in paragraph B "Collateral", above.

3

Penalty for Late Deferment Fee Payment. There shall also be imposed upon BORROWER a 20% penalty for any late payment of the deferment fee whose payment to LENDER is overdue under this loan agreement and for which LENDER has delivered a notice of default to BORROWER.

4)

Indemnification of Attornay. Fees and Out-of-Pocket Costs. Should any party materially breach this agreement, the non-bruaching party shall be indemnified by the breaching party for its reasonable attorney's fees and out of-pocket costs which in any way relate to, or were precipitated by, the breach of this agreement. The term "out-of-pocket costs", as used herein, shall not include lost profits. A default by BORROWER which is not cured within 15 days after receiving a written notice of default from LENDER constitutes a material breach of this agreement by BORROWER.

G.

Parties That Are Not Individuals.

If any Party to this agreement is other than an individual (i.e., a corporation, a Limited Liability Company, a Partnership, or a Trust), said Party, and the individual signing on behalf of said Party, hereby represents and warrants that all steps and actions have been taken under the entity's governing instruments to authorize the entry into this Loan Agreement. Breach of any representation contained in this paragraph is considered a material breach of the Loan. Agreement.

H.

Integration.

This Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are superseded by this agreement. This is an integrated agreement.

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I.

Severability.

In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law

J.

Modification.

Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or 1035 of this document shall not be construed as a modification or termination of the agreement contained he cin.

K.

Exclusive Jurisdiction for Suit in Case of Breach.

The Parties, by entering into this agreement, submit to jurisdiction in State of Illinois for adjudication of any disputes and/or claims between the Parties under this agreement. Furthermore, the Parties hereby agree that the courts of State of Illinois shall have exclusive jurisdiction over any disputes between the parties relative to this agreement, whether said disputes sounds in contract, tort, or other areas of the law.

L.

State Law.

This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, BORROWER and LENDER affix their signatures hereto.

BORROWER:

/s/Milton A. Chandler, President

LENDER:

/s/Brandon Bartoldi

Brandon Bartoldi

Date: 4-2-2024

April 5, 2024

Milton A. Chandler who produced Illinois Drivers License as identification

See Attached Certificate of Jurat

4/5/2024

Date: 4/3/24

Brandon Bartoldi who produced Pennsylvania drivers license as identification

See Attached Certificate of Jurat

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LOAN AGREEMENT AND PROMISSORY NOTE

THIS LOAN AGREEMENT AND PROMISSORY NOTE (the "Note"), is made this 2nd day of April 2024, by and among PROSPER FIRM LLC (hereinafter, known as "LENDER") and CHANDLER INVESTMENT LLC, with MILTON A. CHANDLER as personal guarantor (hereinafter, known as "BORROWER"). BORROWER and LENDER shall collectively be known herein as "the Parties". In determining the rights and duties of the Parties under this Loan Agreement, the entire document must be read as a whole.

PROMISSORY NOTE

FOR VALUE RECEIVED, BORROWER promises to repay to the order of LENDER, the sum of THIRY-TWO THOUSAND DOLLARS (USD\$32,000.00) together with interest accumulated thereon at a rate of PIREE THOUSAND DOLLARS (USDS3,000.00) per month. If BORROWER needs more than two months to repay the loan, BORROWER will pay LENDER a deferment fee of FIVE HUNDRED DOLLARS (USD\$500.00) via check, Zelle, or Venmo beginning on June 2, 2024, and subsequently the 2nd day of each month to follow

ADDITIONAL LOAN TERMS

The BORROWER and LENDER, hereby further set forth their rights and obligations to one another under this Loan Agreement and Promisson. Note and agree to be legally bound as Coltania Coltania follows:

A.

Principal Loan Amount S32,000.00

B.

Loan Repayment Terms.

BORROWER will make payment(s) to LENDER according to the following payment pattern:

7/7/C

\$38,000,00 paid by 6/2/24

If not, \$500.00 paid between 6/3 and 6/8 and \$41,000.00 paid by 7/2/24 If not, another \$500,00 paid between 7/3 and 7/8 and \$44,000.00 paid by 8/2/24 If not, another \$500,00 paid between 8/3 and 8/8 and \$47,000,00 paid by 9/2/24

This same pattern will continue until repayment is made.

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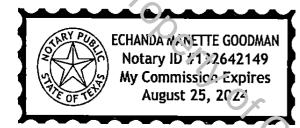
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JURAT

PARTING PROPERTY OF THE PROPERTY OF THE PARTING PROPERTY OF THE PROPERTY OF THE PARTING PROPERTY OF TH

State of _______ Texas

County of _____ Jefferson ______ } ss



This notarial act was an online notarization along with multi-factor authentication and using audio/video recording.

Milton A. Chandler who produced Illinois Drivers License as identification

Brandon Bartoldi who produced Pennsylvania drivers license as identification

Place Notary Seal/Stamp Above

Subscribed and s	worn to (or affirme	d) before me this
	f April	2024
Date	Month	
M	lilton A. Chandl	er
٨	lame of Signer No	. 1
Bra	ndon Bartoldi	•
Name	e of Signer No. 2 (i	f any)
Ebranda	Monette .	Josephan
Sign	ature of Notary Pu	ıblic
	N/A	
Any Oi (Reside	her Required Informace, Evolration Da	mation te. etc l

This section is required for notarizations performed in Arizona but is optional in other states.

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Promissory Note

Document Date: April 03, 2024

Number of Pages: 5

N/A

Signer(s) Other Than Named Above:

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