

# UNOFFICIAL COPY

PROMISSORY NOTE

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AMOUNT: \$22,150.00

Chicago, Illinois

Date: March 15, 1989

FOR VALUE RECEIVED, Earl Dorsey (hereinafter called "MAKER"), hereby promises to pay to the order of the CITY OF CHICAGO, DEPARTMENT OF HOUSING, a Municipal Corporation, together with any holder hereof (hereinafter called "LENDER"), in the manner and at the times provided hereinafter, (a) the principal sum of TWENTY TWO THOUSAND ONE HUNDRED FIFTY and 00/100 DOLLARS (\$22,150.00), and interest from March 15, 1989, on balance of principal remaining from time to time unpaid at the rate of three (3%) per cent per annum, payable in 36 installments (including principal and interest) as follows: Six Hundred Forty-Four and 15/100 Dollars (\$644.15) or more due on April 15, 1989 and Six Hundred Forty-Four and 15/100 Dollars (\$644.15) or more is due on the 15th day of each month thereafter until the final payment of entire principal and interest, if not sooner paid shall be due on the 15th day of March 1992 and (b) all other amounts due and payable pursuant to, and in accordance with, the terms of this Note.

## A. DEFINITION

The following terms as used herein shall have the following meanings:

1. "Construction Loan Agreement" shall mean collectively, any and all documents, writings or instruments executed, if any which constitute a construction mortgage and building loan agreement, entered into by the Maker and Lender.
2. "Default Interest" shall mean interest computed at the Default Interest Rate, as hereafter defined, on (a) the balance of unpaid principal, and (b) any and all other unpaid amounts due pursuant to the terms of the Security Instruments (as hereafter defined) and/or this Note from the respective date(s) those amounts become due and payable, excepting Interest (as hereafter Default Interest shall be computed for actual number of days elapsed on the basis of a year consisting of 360 days, and shall be payable on demand.
3. "Default Interest Rate" shall mean the Interest Rate (as hereafter defined), plus twelve per cent (12%) per annum.

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4. "Interest" shall mean interest computed at the Interest Rate, as hereafter defined, on the unpaid balance of principal remaining. Interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.
5. "Interest Rate" shall mean 3%.
6. "Maturity Date" shall mean March 15, 1992.
7. "Security Instruments" shall mean, collectively, any and all documents, writings or instruments executed in connection with the loan evidenced by this Note, including without limitation deeds of trusts, mortgages, assignments of leases and rents, guarantees, indemnities, undertakings, loan agreements, security agreements, subordination agreements and financing statements.
8. "Default" The occurrence and continuance of any of the following events shall constitute an "Event of Default" under this Note:
  - (a) default in the payment of the interest of this Note when due in accordance with the terms hereof; or
  - (b) default in the payment of the principal of this Note when due in accordance with terms hereof; or
  - (c) default in the performance or observance of any other covenant or agreement of the Maker contained herein, which default shall remain unremedied for thirty (30) days after written notice thereof shall have been given by the City to the Maker; provided, however, if such correction, by its nature cannot be performed within said 30-day period, then, if the Maker commences such correction within said 30-day period and diligently pursues such correction, the time period within which such correction must be performed shall end ninety (90) days following the written notice from the City; or
  - (d) the occurrence of an Event of Default under the Loan "Security Instruments" or the Construction Loan Agreement which shall be continuing and not cured after the expiration of any cure period.

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## B. MATURITY

All outstanding and unpaid principal and interest hereunder shall be due and payable on the Maturity Date, unless accelerate in accordance with the terms and provisions hereof.

## C. DEFAULT INTEREST

Maker agrees to pay Default Interest as set forth in Paragraph A.

## D. PREPAYMENT

1. The loan may be prepaid in whole or in part without penalty.
2. In the event the Project is sold, refinanced or syndicated, the City shall be paid any and all sums remaining on the Loan that are outstanding. This sum shall be in addition to such sums as are due and owing with regards to Section B of this Note.

## E. ACCELERATION

Notwithstanding anything to the contrary contained herein, upon the occurrence of an Event of Default hereunder then at the sole option and discretion of the Lender, and without further demand or notice of any kind, the following shall become immediately due and payable:

1. The principal sum remaining unpaid hereunder;
2. Unpaid Interest;
3. Such portion of the Loan Fee, if any, as remains unpaid; and
4. All other indebtedness evidenced by this Note.

## F. APPLICATION OF PAYMENTS

All payments received on account of this indebtedness evidenced hereby (whether due by reason of acceleration pursuant to Paragraph F hereof or otherwise) shall be applied:

1. First, to any and all costs, expenses and other indebtedness owing to the Lender by reason of this Note and/or any of the Security Instruments, excluding those amounts set forth in subsection (2), (3), (4), and (5) below of this paragraph G.
2. Second, to Default Interest;
3. Third, to Interest;
4. Fourth, to the Loan Fee, if any;
5. Fifth, to Principal.

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## G. PLACE OF PAYMENT

Any and all payments due hereunder are to be made at such place as the legal holder of this Note may from time to time appoint in writing and, in the absence of such appointment, then at the office of the Lender, 318 South Michigan Avenue, Chicago, Illinois 60604.

## H. REMEDIES

1. The remedies of the Lender, as provided herein or in any of the Security Instruments, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of the Lender, and may be exercised as often as occasion therefor shall arise. No act of omission or commission of the Lender, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by the Lender and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.
2. If this Note is placed in the hands of any attorney for collection or is collected through any legal proceedings, the Maker promises to pay, to the extent permitted by law, attorney's fees incurred by the Lender.
3. Every person (including, but not limited, to the signatories hereof) now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness evidenced hereby, for such person and for the heirs, legal representatives, successors and assigns of such person, expressly waived presentment for payment, notice of his honor, protest, notice of protest, and diligence in collection, and agrees that the time of payment of principal or interest hereof may be extended, without in any way modifying, altering, releasing, affecting, or limiting his, her or its liability or the lien of any of the Security Instruments, provided, however, that nothing herein contained shall be deemed or construed to impair any rights to receive notices of, or to cure within any stated grace period, any default under this Note or any of the Security Instruments.

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## I. WAIVERS AND CONSENTS

The Maker hereby agrees to: (i) waive and renounce any and all redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness evidenced by this Note or by any extension or renewal hereof; (ii) waive presentment and demand for payment, notices of nonpayment and of dishonor, protest or dishonor, and notice of protest; (iii) waive any and all lack of diligence and delays in the enforcement of the payment hereof;

(iv) agree that the liability of the Maker shall be unconditional and without regard to the liability of any other person or entity for the payment hereof, and shall not in any manner be affected by any indulgence or forbearance granted or consented to by the City to the Maker with respect hereto; (v) consent to any and all extensions to time, renewals, waivers, or modifications that may be granted by the city with respect to the payment of other provisions hereof, and to the release of any security at any time given for the payment hereof, or any part thereof, with or without substitution, and to the release of any person or entity liable for the payment hereof; and (vi) consent to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agree that the addition of any such obligors or security shall not affect the liability of the Maker of the payment hereof;

## J. SECURITY

The payment of this Note is secured by, among other things, mortgages, deeds for trust and/or collateral assignments of leases and rents, all bearing even date herewith (collectively, the "Security Instruments: and Construction Loan Agreement"), to the Lender, on certain interest in real estate located in Cook County, Illinois, which real estate is legally described in the document.

## K. LEGALITY

The parties hereto intend and believe that each provision in this note comports with all applicable law. However, if any provision in this Note is found by a court of law to be in violation of any applicable law, and if such court should declare such provision of this Note to be unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such provisions shall be given full force and effect to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Note shall be construed as if such unlawful, void or unenforceable provision were not contained therein, and that the rights, obligations and interest of the Maker and the City under the remainder of this Note shall continue in full force and effect.

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## L. NOTICES

Any notice required or permitted to be given hereunder shall be in writing, and the mailing thereof by certified mail, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any part hereto may, by notice in writing, designated for itself, shall constitute service of notice hereunder two (2) business after the mailing thereof.

If to the the City: City of Chicago  
Department of Housing  
318 South Michigan Ave.  
Chicago, Illinois 60604

with a copy to: Corporation Counsel  
City of Chicago,  
City Hall, Room 511  
121 North LaSalle Street  
Chicago, Illinois 60602

If to the Maker: Mr. Earl Dorsey  
c/o Anissa, Inc.  
731 North Larmie  
Chicago, Illinois 60644

with a copy to:

Any such notice may be served by personal delivery thereof, which delivery shall constitute service of notice hereunder on the date of such delivery.

- M. Paragraph headings in this Note have been included solely for convenience, are not be considered part of this Note, and are not intended to modify, explain or to be a full or accurate description of the content thereof.
- N. All amounts due hereunder shall be paid without deduction, set-off or counterclaim; Maker expressly waives any such rights to deduction, set-off or counterclaim.
- O. Time is of the essence of this Note and each of the Security Instruments.

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- P. Nothing contained in this Note or any of the Security Instruments shall be construed as meaning that Maker and Lender are partners with one another or agents for one another or render either of them liable for any debts or obligations of the other.
- Q. This Note shall be governed by and construed in accordance with the internal laws of the State of Illinois.
- R. Maker hereby represents that the indebtedness evidenced hereby constitutes a loan made by Lender to enable Maker to carry on a commercial enterprise for the purpose of investment or profit; and that the loan evidenced hereby is a loan for a business purpose within the intent and purview of Ill. Rev. State. Ch. 17, Section 6404 (1) (c).
- S. Exclusion. Notwithstanding any other provisions herein to its contrary, the Lender of this shall look solely and only to the Property for the payment and performance and observance of any amount, obligation or provision to be paid, performed or observed under this Note, and neither the Borrower nor any disclosed or undisclosed principal, for whom the Borrower may be acting, nor any of the partners' respective heirs, administrators, executors, personal representatives, employees, officers, directors, shareholders, successors and assigns, shall have any personal liability or other personal obligation or any liability for a deficiency for or with respect to any payment, performance or observance of any amount, obligation, liability or provisions to be paid, performed or observed under this Note and the Lender (and any other holder by its acceptance of this Note) agrees to seek or obtain a deficiency, money judgment or other judgment against the Borrower or against any disclosed or undisclosed principal for whom the Borrower may be acting or against any of their respective heirs, administrators, executors, personal representatives, employees, officers, directors, shareholders, successors or assigns. Nothing herein contained, however, shall be construed (i) to impair the security offered by the Mortgage, or the right and remedy of the Lender to exercise any power of sale contained in the Mortgage, or foreclosed the Mortgage, to recover possession of the Property or to impair any other right or remedy under the Mortgage or other Loan Documents, or (ii) to relieve or limit the obligation of Borrower to pay Lender any and all sums received by Borrower in relation to the Property or the operations conducted thereon, including, without limitation, any and all condemnation awards or payments in lieu of condemnation, rents, security deposits, occupancy charges or fees insurance proceeds and general real estate tax and special assignment refunds, it being agreed and understood that the Borrower shall be and remain personally liable for the payment to Lender of all such sums.

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Borrower: Earl Dorsey

By: Earl Dorsey

its \_\_\_\_\_

Attest: \_\_\_\_\_

its \_\_\_\_\_

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

By: \_\_\_\_\_

its \_\_\_\_\_

Attest: \_\_\_\_\_

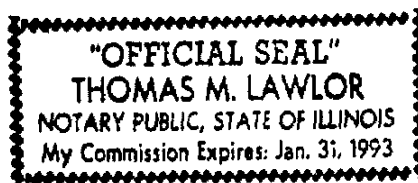
its \_\_\_\_\_

STATE OF ILLINOIS)  
  )SS.  
COUNTY OF C O O K)

I, E THOMAS M. LAWLOR, as Notary Public in and for said County, in the State aforesaid, do hereby certify that EARL DORSEY DIVORCED SINGH and REMARIND who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that they sign and delivered the said instrument as their own free and voluntary act, for the uses and purpose therein set forth.

Given under my hands and Notarial Seal this 22 day of March, 1989

Thomas M. Lawlor  
NOTARY PUBLIC



My commission expires:  
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## LEGAL DESCRIPTION

Lots 1,2, and 3 (except the West 22 feet. thereof) in block 3 in Austin Height, a subdivision. of blocks 1,2,3 and 4 of A.J. Knisely's Addition to Chicago, being a subdivision. of part of the Northeast 1/4 of Section 17, Township 39 North, Range 13, East of the Third Principal Meridian lying North of the South 108 acres of said Northeast 1/4 of said Section 17 in Cook County, Illinois.

Land commonly described as: 5701-05 West Madison Street/8-12 South Waller

P.I.N. No. 16-17-203-011-000

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DEPT-09 MISC. \$0.00  
T#2222 TRAN 8837 03/22/89 16:03:00  
#9181 # B \*-89-127032  
COOK COUNTY RECORDER

WILL CALL

WILL CALL

WILL CALL

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Mail To  
Dept of Housing  
318 S. Michigan  
Chgo IL 60604  
ATTN: Michael Holmes