November 5 , 1991

92042531

City of Harvey State of Illinois

STRGLE FAMILY REHAB PROGRAM

1. BORROWER'S PROMISE TO PAY

For Value Received, Cleveland Martin and , of the City of Harvey, ("Borrower(s)" or "Proporty Owner(s)") promises to pay U.S. \$ 29,875.00 (this amount is called "Principal"), with Zero Percent (01) interest to the order of the Lender. The Lender is the City of Harvey, a body politic and municipality of the State of Illinois. Borrower(s) understands that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called (the "Note Holder").

2. REPARMENT RELIEF

If the Borrower(s) resides on the subject and Mortgaged Property continuously, without interruption, or otherwise complies with the Colemnts and Agreements in this Note and Mortgage executed on even date herewith for a period of Ten (10) years, and during such period does not transfer, sell or convey all or any part of the Property or any interest in it to any party without consent of Lender, and otherwise complies with all other terms of this Note and the Mortgage referred to herein, Lender agrees to forgive up to One Hundred Percent (100%) of the principal amount of the Note which shall be forgiven on an annual basis at a rate of approximately Ten Percent (10%), of the principal amount per annum.

J. PAYMENTS

The Principal shall become payable upon the sale or transfer of the Mortgaged Property or upon ics being put to a use which is inconsistent with the terms of this Note, the Mortgage securing this Note, the Subgrantee Agreement older which this money was provided to the City of Harvey, or under Federal Laws, Rules or Regulations under which this grant is made

4. DEFAULT

If, however, Borrower(s), sells or transfers or otherwise conveys any or all of the Property or any interest thereto to any party; the Mortgaged Property is no longer used as Mortgagor's primary residence; if Mortgagor(s) dies during the term hereof and the Property is distributed by an estate, or otherwise, co a person who is not a blood relative; or the Property is used for a purpose for which the Department of Housing (H.U.D.) Funds may not be utilized, the Lender may at its option, require immediate pryment in full, of all sums that remain outstanding and unforgiven under this Note.

The Borrower(s) agrees in the case of a breach of any covenants stipulated in this Note or in the Mortgage securing this Note, the principal sum, or any balance due or that may be unpaid therein shall at the option of the City of Harvey, or its successor or assigns, become immediately due and payable with ten (10) days notice as provided in the Mortgage.

If Lender exercises this option, Lender shall subsequent to the running of the notice period to Borrower(s) accelerate the payment of the loan. If Borrower fails to pay, Lender may invoke any remedies permitted here under or the Mortgage executed on even date herewith without further notice or demand on Borrower(s). 92012531

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5. PAYMENTS UPON DEFAULT

- A) If default occurs, all payments on account of the indebtedness evidenced by this Note shall be applied first to principal amounts due under this Note, then to any fees and costs in the collection therein.
- p) Payments of principal, if required, shall be payable in lawful money of the United States of America and shall be made payable to the City of Harvey Department of Planning, 15320 Broadway, Harvey, Illinois 60426, or at such other place as the legal holder of the Note may from time to time in writing appoint.

6. SECURITY

The payment of this Note is secured by a Mortgage to the City of Harvey, on the subject real estate in the County of Cook, State of Illinois, bearing an even date herewith.

The terms of the Mortgage are incorporated herein by reference as if $f(\mathbf{x})$ set forth.

7. FORECLOSIAN

In the event the undersigned shall fail to repay the principal amounts of this Note, when due, the City of Harvey, with notice to the undersigned, shall at its option institute foreclosure proceedings. If this Note is reduced to judgment, such judgment should bear the statutory interest rate on judgments.

If suit is instituted by the City of Harvey to recover this Note, the undersigned agric(s) to pay all costs of such collection, including but not limited to reasonable attornay's fees and court costs.

BORROWER'S RIGHT TO PREPAY

Borrower(s) has a right to prepay this Note at any time without penalty.

9. NOTICE

All parties hereto severally waive demand, presentment for payment, notice of dishonor, protest and notice of protest, and to the extent authorized by law, any and all redesption rights which would otherwise apply to the debt evidenced by this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

SIGNED and SWORN TO

BEFORE ME THIS _ 11th

DAY C. Govember , 1991.

NOTARY PUBLIC

"OFFICIAL SEAL"
Etheila Robertson
Notary Public, State of Illinois
My Commission Expires 11/29/92

Legal Description: Lot 21 (except the North 5 feet thereof) and the North 15 feet of Lot 22 in Marteanson's Resubdivision of Block 9 in South Lawn Addition being a Subdivision in Section 17 and the South 1 of Section 8. Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 14727 S. Loomis , Harvey, Illinois 60426 Permanent Index No.: 29-08-303-050

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