

# UNOFFICIAL COPY

## SECURED PROMISSORY NOTE



99136983

41935

Chicago, Illinois

9597/0079 07 001 Page 1 of 4  
1999-02-09 12:57:11  
Cook County Recorder  
51.50

6,375.00  
Dated: 2/8/1999

FOR VALUE RECEIVED, the undersigned, VERNICE HART ("Borrower"), hereby promises to pay to the order of INTERCITY MANAGEMENT, LLC. ("Lender"), at such place or places as Lender may from time to time appoint, and in the absence of such appointment, then 8833 GROSS POINT RD., SKOKIE, IL the principal sum of SIX THOUSANDTHREEHUNDREDEVENTYFIVE and 78/100 Dollars (\$ 6,375.00 ) together with interest on the principal balance thereof from time to time outstanding, until maturity, in accordance with the following schedule: principal and interest at the rate of SIX percent (6 %) per annum ("Interest Rate") shall be paid in one hundred twenty equal monthly installments of SEVENTY and 78/100 Dollars (\$ 70.78 ) with the first payment due on FEB. 8, 1999 and all subsequent payments due on the first day of each subsequent month and a final payment of all outstanding principal and interest on 2009. All payments on account of Borrower's liabilities and obligations to Lender ("Borrower's Obligations") evidenced by this Note shall be applied first to accrued interest and unpaid interest on the unpaid principal balance of this Note and the remainder to principal.

The payment of this Note is secured and guaranteed by the following loan documents ("Loan Documents"):

- (i) Mortgage even date herewith made by Borrower in favor of Lender encumbering certain real estate located at 7343 S. CARPENTER, CHICAGO, Illinois with a second mortgage lien.
- (ii) Guarantee of VERNICE HART

If any of Borrower's obligations are not paid when due and payable or declared due and payable, interest shall accrue thereon from the due date of same until paid, at the rate of three percent (3%) above the Interest Rate. In addition, in the event any installment of principal and/or interest due and owing to Lender is not paid by the 1st day of the month in which it is due, an additional late charge of 10 percent (100%) of the entire payment due shall be immediately due and payable. All such amounts shall be part of Borrower's Obligations, immediately due and payable by Borrower to Lender without notice by Lender to, or demand by Lender of, Borrower.

The balance due under this Note outstanding from time to time may be prepaid in whole or in part at any time without penalty. Any check, draft or similar item of payment by or for the account of Borrower delivered to Lender on account of Borrower's Liabilities shall, provided the same is honored by Lender's depository bank and final settlement thereof is reflected by irrevocable credit to Lender, be applied by Lender, on account of Borrower's Obligations on the later of (i) two (2) business days after the date Lender actually receives same, or (ii) the date on which said item of payment becomes available funds.

Borrower warrants and represents to Lender that Borrower shall use the proceeds represented by this Note solely for proper purposes and in a manner consistent with all applicable laws and statutes and that Borrower has all proper authority to enter into the transaction represented by this Note and that the execution

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of this Note and performance of the terms hereof and of any documents executed in connection herewith does not and will not violate any law, ordinance, rule, regulation, order or other agreement involving or affecting Borrower.

The existence of any one of the following events shall constitute an Event of Default by Borrower under this Note: (a) if Borrower shall fail to pay any of Borrower's Obligations when due and payable or declared due and payable; and (b) occurrence of an Event of Default under any of the Loan Documents, which is not cured within the time, if any, specified therefor in such agreement, instrument or document.

Upon an Event of Default hereunder, upon fourteen (14) days notice by Lender to, or demand by Lender of, Borrower: (a) Lender shall have the absolute right to accelerate the Note and foreclose on the interest granted pursuant to any of the Loan Documents and/or any other security interest it holds, and (b) the acceptance by Lender of any partial payment made hereunder after the time any of Borrower's Obligations become due and payable shall not establish a custom, or waive any rights of Lender to enforce prompt payment hereof. Borrower and every endorser and guarantor hereof waives presentment, demand and protest and notice of presentment, protest, default, non-payment, maturity, release, compromise, settlement, extension or renewal of this Note.

This Note and Borrower's Obligations hereunder are secured by the Loan Documents and all security interests, liens and encumbrances heretofore, now or hereafter granted to Lender by Borrower and/or every guarantor of Borrower's Obligations, all in connection with this Note and the other Loan Documents.

All costs and expenses incurred by Lender in any manner or way with respect to the following shall be part of Borrower's Obligations hereunder, payable by Borrower to Lender upon demand, if at any time or times, Lender:

- (a) employs counsel for advice or other representation:
  - (i) with respect to this Note, the Loan Documents or any other collateral securing Borrower's Obligations hereunder or administration of the same;
  - (ii) to represent Lender in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, Dispute, suit or proceeding (whether instituted by Lender, Borrower or any other person or entity) in any way or respect relating to this Note, any collateral securing Borrower's Obligations hereunder; or
  - (iii) to enforce any rights of Lender against Borrower or any guarantor of Borrower's obligations:
- (b) takes any action to protect, collect, sell, liquidate or otherwise dispose of any collateral securing Borrower's Obligations hereunder; and/or
- (c) enforces, and/or attempts to enforce, any of Lender's rights or remedies under or related to this Note, or the other Loan Documents.

Lender shall not, by any act of omission or commission, be deemed to waive any of its rights, remedies or powers hereunder or otherwise unless such waiver is in writing and signed by Lender, and then only to the extent specifically set forth therein. A waiver of one Event of Default shall not be construed as continuing or as a bar to or waiver of such right, remedy or power on a subsequent event or default.



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Exhibit "A"

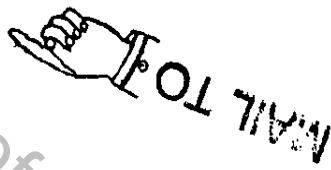
LOT 19 IN BLOCK 1 IN STAPLE'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 IN SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 20-29-219-017-0000

Commonly Known As: 7343 S. Carpenter, Chicago, Illinois 60620

99136983

Inter City Management  
8833 GROSS POINT RD.  
SKOKIE, ILL.



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