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-	\$ <u>5</u> 6,375.00
	1307373.00
	Dated: 2/8/1999
:	M -

Chicago Illinois

TI CONTRACTOR OF THE CONTRACTO
FOR VALUE RECEIVED, the undersigned, VERNICE HART
(Borrower'), hereby promises to pay to the order of Thimppoting Management LIC ("I andow") at
then the property and in the absence of such appointment, then
Uab 8833 GROSS POINT RD., SKOKIE, IL the principal sum of
0.51X THOUSANDTHREEHUNDREDER ENTROCHYGIJars (\$ 6,375.00) together with interest on
the principal balance thereof from time to time outstanding, until maturity in accordance with the following
Asgredule: principal and interest at the rate of STX percent (6 %) not only the
("Interest Reac") shall be paid in one hundred twenty 1,20 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 limilities 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
Decimentally,

Documents"):

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

Guarantee of <u>vernice hart</u> (ii)

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 (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 ratice 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 depositary 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 Colligations hereunder are secured by the Loan Documents and all security interests, liens and encumbrances here of e, 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 cispute, 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 her under; or
- (iii) to enforce any rights of Lender against Borrower or any gurantor 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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If any provision of this Note or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or circumstances will not be affected thereby and the provisions of this Note shall be severable in any such instance. This Note is submitted by Borrower to Lender at Lender's principal place of business and shall be deemed to have been made thereat. This Note shall be governed and controlled by the laws of the State of Illinois as to interpretation, enforcement, validity, construction, effect, choice of law and in all other respects.

To induce Lender to accept this Note, Borrower, irrevocably, agrees that, subject to Lender's sole and absolute election, all actions or proceedings in any way, manner or respect, arising out of or related to this Note, shall be litigated in courts having situs within Cook County, Illinois. Borrower hereby consents and submits to the jurisdiction of any local, state or federal court located within said State and County. Borrower hereby waives any right Borrower may have to transfer or change the venue of any litigation brought against Borrower by Lender in accordance with this paragraph.

All documents referenced herein are specifically incorporated herein by reference.

Bqrrower(s)
Vonnère bart
STATE OF ILLINOIS)
COUNTY OF COOK)
I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, personally known to me and known by me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed the
foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.
GEVION Enter Conversion of Albano Satel Albana Seal this BARRY M. COHEN NOTARY PUBLIC, STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC NOTARY PUBLIC
My Commission Expires: 3-18-99 law 429.doc

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LOT 19 IN BLOCK 1 IN STAPLE'S SUBDIVISION OF THE SOUTH ½ 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.

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