3043 UNOFFICIAL COPY

SECURED PROMISSORY NOTE

\$ <u>5,000</u>	
Dated: 1/4/99	CHICAGO, Illinois
FOR VALUE RECEIVED, the undersigned, RONDEY MI ("Borrower"), hereby promises to pay to the order of INTERCITY MANAGEM Such place or places as Lender may from the order of	CEMP TTO (9)
at 5739 S. UNIONA CHICAGO, IL	ce of such appointment, then
iand NO/100 Dollars (\$ 5,000) together with interest an
the principal valuable thereof from time to time outstanding until maturity in a	coordance with the fall-
schedule: principal and interest at the rate of STY	cent (6 0/) non annual
(thi) equal	monthly increllments
MARCH 1,1999 and all subsequent payments due on the first d	with the first payment due on
and a final payment of all outsign ding principal and interest on 2029	ay of each subsequent month
on about the bottower's habitites and obligations to Lender ("Horrower's Ob	ligatione") avidanced by the
and the remainder to principal.	principal balance of this Note
The payment of this Note is secured and guaranteed by the follow Documents"):	ring loan documents ("Loan
(i) Mortgage even date herewith made by Borrower in favor of Ler	ider encumbaring gordon
estate located at 5739 S. UNION , Illinois with a s	econd mortgage lien
(ii) Guarantee of <u>RONDEY MILLER</u>	
If any of Borrower's obligations are not paid when due and payable of	or doctored die
interest shall accrue thereon from the due date of same until paid, at the rate of	of deciated due and payable.

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 ____5 ___ day of the month in which it is due, an additional late charge of FIVE ____ percent (5 ____%) of the entire payment due shall be immediately due and payable. All such an our is 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 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

Cook County Recorder 51.50

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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 I ander 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 Cocuments 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 bereunder; 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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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.

Borrower(s)	Xa
Many Mulling	and the second
	AGENT FOR INTERCITY MANAGEMENT, LLC
STATE OF ILLINOIS)	
) SS COUNTY OF COOK)	046
HEREBY CERTIFY that Rocky W	ary Public in and for said County, in the State aforesaid, DC
known to me and known by me to be the same	person(s) whose name(s) is/are subscribed to the foregoing person and severally acknowledged that they signed the
GIVEN under my hand and Notarial Sea	al this 12th day of 1, 1999.
(Impress Notarial Seal Here)	MOTA DV DUDY IC
My Commission Expires: $\hat{S}^-2 = -2003$	NOTARY PUBLIC
PAIL TO Intercity S112 NC.	OFFICIAL SEAL HUGH D HOWARD NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 00/20/00
Chicago D	L 66630

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LOT 33 IN BLOCK 2 IN TEMPLE'S SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s):

20-16-114-016-0000

Address(es) of Real Estate:

5739 South Union, Chicago, Illinois 60636

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