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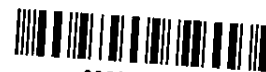
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Cook County Recorder

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Document Prepared by
and Mail To:
E. Paul Lanphier
Lanphier & Kowalkowski, Ltd.
568 Spring Road, Suite B
Elmhurst, IL 60126-3896

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Mortgage") is executed and delivered by BONIFACIO SALINAS, a married man (collectively, the "Mortgagors"), whose address is 209 W. Johnson Street, #1B, Palatine, Illinois, to AUDIOMETRIC ASSOCIATES, P.C. (the "Mortgagee"), whose address is 1 S 650 Birchbrook Court, Glen Ellyn, IL 60137.

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of securing the indebtedness and other obligations of the Mortgagors hereinafter set forth, the Mortgagors do hereby grant, bargain, sell, convey, mortgage, assign, and transfer unto the Mortgagee, his heirs, successors and assigns, the real property presently improved with a residence and known for street address purposes as 209 W. Johnson Street, #1B, Palatine, IL, described as follows:

**Unit Number 209-1"B", in the Williamsburg Condominium, as delineated on a survey of the following described real estate:

The East 14 feet of Lot 2 and allof Lots 3 to 7, in Block 7 in Houston, Jr. and Sons Glen Tyan Manor Subdivisioin of part of the West ½ of the Northeast ¼ of Section 22, Township 42 North, Range 10 East of the Third Principal Meridian which survey is attached as Exhibit 'A' to the Declaration of Condominium recorded as Document Number 88599182 together with its undivided percentage interest in the common elements, in Cook County, Illinois.**

PERMANENT INDEX NO. 02-22-201-068-1010

together with all improvements and fixtures thereon, (collectively the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, his heirs, successors and assigns, forever.

This Second Mortgage is given to secure the payment and performance of (a) the debt evidenced by that certain promissory note of even date herewith in the original principal sum of \$300,000 executed by Bonifacio Salinas, as maker, payable to the Mortgagee (the "Note"); (b) any amounts advanced or costs incurred by the Mortgagee for the enforcement of this Mortgage and (c) the performance and observance of each covenant of the Mortgagors contained in this Mortgage and in the Note.

AND, IT IS HEREBY COVENANTED that this Second Mortgage is given and the Mortgaged Property is to be held upon and subject to the terms, provisions and conditions herein set forth.

Section 1. Maintenance and Use of Mortgaged Property. The Mortgagors, at their sole cost and expense, shall keep the Mortgaged Property in good order and in a safe condition, will not commit or permit any waste of the Mortgaged Property or any part thereof, and will not permit any unlawful occupation, business or trade to be conducted on the Mortgaged Property or any part thereof or commit any act or omit to act in a manner which could result in damage to the Mortgagee or the Mortgaged Property.

Section 2. Compliance with Legal and Insurance Requirements. The Mortgagors, at their sole cost and expense, shall promptly and fully comply with all Legal Requirements and Insurance Requirements. As used in this Section, "Legal Requirements" means all laws, statutes, codes, acts, ordinances, resolutions, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of all governmental entities, departments, commissions, boards, courts, authorities, agencies, officials, and officers, which now or at any time hereafter may be applicable to the Mortgaged Property or any part thereof, or any use or condition of the Mortgaged Property or any part thereof. "Insurance Requirements" means all provisions of a standard homeowner's liability insurance policy with commercially reasonable limits covering or applicable to the Mortgaged Property. The Mortgagors may, at their expense and after prior written notice to the Mortgagee, contest in good faith by appropriate legal proceedings any Legal Requirement and postpone compliance therewith pending the resolution or settlement of such contest provided that such postponement does not adversely affect the lien of this Mortgage.

Section 3. Taxes and Other Governmental Charges.

(a) Payment. The Mortgagors shall pay promptly when due all taxes, assessments (whether general or special), and other governmental charges of any kind that now or may at any time hereafter be imposed, assessed or levied against or with respect to the Mortgaged Property.

(b) Contest. The Mortgagors may, at their sole cost and expense and after prior written notice to the Mortgagee, by appropriate proceedings diligently prosecuted, contest in good faith the validity or amount of any such taxes, assessments and other charges and,

during the period of such contest, permit the items so contested to remain unpaid. However, if at any time the Mortgagee shall notify the Mortgagors that, in his opinion, acting reasonably, by nonpayment of any such items the lien of this Mortgage as to any part of the Mortgaged Property will be adversely affected, the Mortgagors shall promptly pay such taxes, assessments or charges and reserve the right to receive an abatement of same if their contest is successful.

Section 4. Mechanics' and Other Liens. The Mortgagors shall not permit any mechanics' or other liens to be filed or to exist against the Mortgaged Property or any part thereof, and the Mortgagors shall, within thirty (30) days after notice of the filing of any such lien, cause the same to be discharged of record by payment, deposit, bond, order of a Court of competent jurisdiction, or otherwise.

Section 5. Inspection. The Mortgagee shall have the right, after written notice received by the Mortgagors not less than three (3) business days in advance of any proposed inspection, to enter upon and inspect the Mortgaged Property at any and all reasonable times for the protection of his interest in the Mortgaged Property.

Section 6. Hazardous Substance. As long as this Second Mortgage is in effect, the Mortgagors shall not conduct or permit to be conducted on the Mortgaged Property any operations involving the treatment, storage, disposal, handling or use of any toxic, explosive or dangerous materials or any "hazardous substances" or "hazardous wastes", as defined under applicable federal, state or local environmental laws and regulations.

Section 7. Events of Default. Either one of the following events shall be an "Event of Default" under this Second Mortgage:

(a) Failure by the Mortgagors to observe or perform any term, covenant, or agreement contained herein or in the Note; provided, however, that if the failure is other than the payment of money or maintenance of insurance, is not intentional or grossly negligent on the part of the Mortgagors, and does not constitute an emergency in the opinion of the Mortgagee, acting reasonably, such failure shall not constitute an Event of Default if: (i) the Mortgagors institutes curative action and pursue such action to completion within thirty (30) days after written notice of such failure has been given to the Mortgagors by the Mortgagee; or (ii) the failure is of such a nature that it cannot be corrected within thirty (30) days after written notice thereof has been given to the Mortgagors by the Mortgagee and the Mortgagors have within the aforesaid thirty (30) days instituted curative action and diligently and continuously pursue such action to completion; or

(b) An action for foreclosure or marshaling of liens is commenced against all or any part of the Mortgaged Property.

Section 8. Remedies. If an Event of Default shall have occurred, the Mortgagee may exercise any or all or any combination of the remedies conferred upon or reserved to him under this Second Mortgage or any instrument collateral thereto, or now or hereafter existing at law or

in equity or by statute. The Mortgagors shall also reimburse the Mortgagee for any legal fees and expenses reasonably incurred in any suit or action to collect the Note or enforce this Second Mortgage, in the event of the Mortgagors' default.

Section 9. Appointment of Receiver. If an Event of Default shall have occurred, the Mortgagee shall be entitled, to the extent permitted by law, as a matter of right and without regard to the condition of the Mortgaged Property or the adequacy thereof as security and by ex parte proceedings without notice to the Mortgagors, to the appointment of a receiver for all or any part of the Mortgaged Property or otherwise. The Mortgagors hereby consent to the appointment of such receiver and covenant not to oppose any such appointment.

Section 10. Remedies Cumulative. Each right, power and remedy of the Mortgagee provided for in this Mortgage, or now or hereafter existing at law or in equity, or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage, or now or hereafter existing at law or in equity, or by statute or otherwise, and the exercise or beginning of the exercise or partial exercise by the Mortgagee of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by the Mortgagee of any or all such other rights, powers or remedies.

Section 11. No Waiver by The Mortgagee. No failure by the Mortgagee to insist upon the strict performance of any term hereof or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 12. Notices. Any notice or other communication required or permitted to be given by either party to the other hereunder shall be in writing and shall be deemed effective upon receipt, if hand-delivered or sent by telecopy or overnight courier service which provides a receipt, and if sent by the United States Mail, postage prepaid, certified mail, return receipt requested, upon delivery or the date of refusal, addressed as follows:

If to the Mortgagor: Bonifacio Salinas
209 W. Johnson Street, #1B
Palatine, IL 60067

If to the Mortgagee: Audiometric Associates, P.C.
c/o Donald Jirak
1 S 656 Birchbrook Court
Glen Ellyn, IL 60137

Section 13. Governing Law. This Second Mortgage shall be deemed to be made under the laws of the State of Illinois and for all purposes shall be governed by and construed in accordance with the laws of the State of Illinois.

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Section 14. Binding Effect; Assignment. This Mortgage shall inure to the benefit of and be binding upon the Mortgagors, their heirs, successors and assigns, and the Mortgagee, his heirs, successors and assigns, provided that this Second Mortgage may not be assigned by either party without the prior written consent of the other.

Section 15. Captions. The captions or headings herein shall be solely for convenience of reference and in no way define, limit or describe the scope or intent of any provisions or sections of this Second Mortgage.

CELINA SALINAS, spouse of BONIFACIO SALINAS joins in this Second Mortgage for purposes of waiving homestead rights.

IN WITNESS WHEREOF, this instrument has been executed this 16th day of AUGUST, 2002.

Signed and acknowledged in the presence of:

Print name: _____

Bonifacio Salinas
BONIFACIO SALINAS

Print name: _____

Celina Salinas
CELINA SALINAS

STATE OF ILLINOIS :
 : SS
COUNTY OF DUPAGE :
 :

On this 16th day of AUGUST, 2002 before me, a Notary Public in and for said county and state, personally appeared Bonaficio Salinas and Celina Salinas, husband and wife, who executed the foregoing instrument and acknowledged that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

