



0320741009

Eugene "Gene" Moore Fee: \$54.50  
Cook County Recorder of Deeds  
Date: 07/28/2003 07:40 AM Pg: 1 of 4

Recording requested by and  
after recording return to:  
Action Bail Bonds, Inc.  
Attn: Miris A. Carr, GM  
1133 S.E. 3<sup>rd</sup> Avenue  
Ft. Lauderdale, FL 33316  
(800) 940-8889

APN: 13-03-205-052

**MORTGAGE AGREEMENT**  
(Contingency Mortgage)

KNOW ALL MEN BY THESE PRESENTS, That at the request of **CAROLE H. RASCO and EDGAR CRESPO, unmarried individuals**, hereinafter referred to as "Mortgagors"), and upon the security hereof, First Community Insurance Company, and Ronca Bail Bonds, Inc., all Florida Corporations, whose mailing address is P.O. Box 15707, St. Petersburg, FL 33733, herein referred to as Surety, has arranged, executed or continued an appearance bond for **MARK B. JIMENEZ, (Defendant/Principal)**.

Said bond and this Mortgage Agreement are in the sum of **TWENTY FIVE THOUSAND (\$25,000.00) U.S. Dollars**.

**WITNESSETH**, That for ten dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned (jointly and severally, if more than one), absolutely and unconditionally covenant, promise, undertake, agree and bind themselves, their representative, successors, heirs and assigns as follows:

1. The undersigned shall have the Principal/Defendant forthcoming before the Court named in said bond, or in the event of a bindover, the Court to which bound, at the time therein fixed, or as provided by law, and from day to day and term to term thereafter, as may be ordered by such Court.
2. The undersigned shall at all times indemnify and hold harmless the Surety from and against every loss, cost and expense which the Surety shall or may for any cause at any time directly or indirectly sustain or incur by reason or in consequence of the execution or continuation of said bond and every bond executed in substitution for said bond, with or without the consent of the undersigned. This indemnity shall include (but not be limited to) bond estreatures and forfeitures, judgments, court costs, sheriff's fees, attorney fees and appellate attorney fees, investigation expenses and costs, suit orders and adjudications, recording and filing fees, reward offerings, and incidental expenses incurred in Principal(s) apprehension and return to proper custody. The undersigned shall place the Surety in funds to meet every such loss, cost and expense before the Surety is required to pay the same. This Mortgage is given as security for the Surety in the event it becomes obligated to advance funds in the future as a result of having undertaken the above described bond obligation. It is the intention of the undersigned to allow a present and continuing lien on or interest in the herein described property in the amount of bond first mentioned above plus a sum equal to an additional 25% thereof until the above obligation is terminated and cancelled.
3. The undersigned guarantees the payment of every premium on the bonds described above promptly when due without first requiring the Surety to proceed against the Principal.
4. To secure the payment and performance of every obligation described herein, the undersigned hereby grant, convey and mortgage to the Surety, all of the following described real property, to wit:

Parcel/Property/Folio Id: 13-03-205-052

Street Address: 4155 W. DEVON AVENUE, CHICAGO, IL 60646-4529

Legal: The east 30 feet of Lot 29 in Devon Crawford Subdivision in the West 7/8 of Lot 9 in Assessor's Division in that part of the east half of Section 3, Township 40 North, Range 13 east of the third principal meridian, lying north of the northerly line of Caldwell Reserve and north of the Indian boundary line in Cook County, Illinois..

This Mortgage Agreement together with the Promissory Note and Indemnity Agreement of even date herewith are intended to secure a bail bond executed in the matter of U.S. Southern District of Florida, Federal Court, Case Id# \_\_\_\_\_.

4/1/03  
3/2009  
MY  
4/1/03

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Mortgage Agreement  
Page 2 of 2

5. The undersigned fully warrant fee simple title to said property, and shall pay the obligations of every nature thereon promptly when due, and shall defend the same against the claims and demands of all persons. The undersigned shall insure said property in form and amount satisfactory to the Surety with a loss payable clause in favor of the Surety.
6. If any sum referred to herein remains unpaid ten (10) days after the same is due, such payment shall be considered in default and bear interest at the highest rate allowed by law. The Surety may then foreclose this agreement, notwithstanding any exemption which may be available by law, and shall be entitled to recover forthwith any deficiency which may occur.
7. The undersigned waive all notices and demands and shall pay all costs of collection incurred by the Surety in connection herewith, whether suit be brought or not, including attorney fees, appellate attorney fees and collection agency fees. The acquiescence of the Surety in any default by the undersigned shall not constitute a waiver of such default.
8. The term "Surety" shall include the Surety Company on the bonds referred to herein and their agents, co-sureties, re-insurers, successors and assigns. The rights given to the Surety herein shall be in addition to any rights which the Surety may have under separate agreements of applicable law.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Mortgagor(s) has executed these presents on this 25<sup>th</sup> day of January 2003.

<i>Diana R. Manzano</i>	<i>Carole H. Rasco</i>
Witness DIANA R. MANZANO	CAROLE H. RASCO

	<i>Edgar Crespo</i>
Witness	EDGAR CRESPO

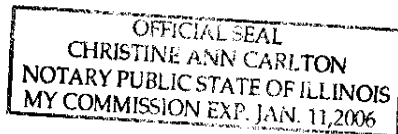
State of ILLINOIS }  
  } ss.  
County of Cook }

On 25<sup>th</sup> day of January 2003 before me, the undersigned authority, personally appeared **CAROLE H. RASCO and EDGAR CRESPO, unmarried individuals** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/his authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my Hand and Official seal.

*Christine Ann Carlton*  
Official's Signature

Official Notary Seal



# UNOFFICIAL COPY

# P R O M I S S O R Y   N O T E

(contingency note)

Date: January 25, 2003

Amount: **\$25,000.00**

Signed in COOK, State of Illinois.

*ON DEMAND, FOR VALUE RECEIVED*, the undersigned **CAROLE H. RASCO and EDGAR CRESPO, unmarried individuals** (hereinafter referred to as "Maker(s)"), hereby promises to pay to the order of First Community Insurance Company and Ronca Bail Bonds, Inc., Florida Corporations, (hereinafter collectively referred to as "Surety"), the principal sum of **TWENTY FIVE THOUSAND (\$25,000.00)** Dollars, plus interest thereon at eighteen (18%) percent per annum from Call Date until fully paid. The Maker(s) and endorser(s) of this Note agree to waive demand, notice of non-payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees and assessable costs, for the making of such collection.

This Note is being used to guarantee a bail bond(s) for Defendant/Principal **MARK B. JIMENEZ** Case Id: \_\_\_\_\_ the matter now before the **U.S. Southern District of Florida, Federal Court vs. MARK B. JIMENEZ**. This Note is secured by an Indemnity Agreement, Bond Disclosure and Deed of Trust.

It is further agreed and specifically understood that this Note shall become null and void in the event the said principal/defendant appears in the proper court of jurisdiction at the time or times and places so directed by the Judge of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the principal/defendant have been fulfilled and the Surety discharged of all liability in writing thereunder, otherwise to remain in full force and effect.

The bond(s) in this matter are good until the case has been adjudicated, closed and the bond(s) herein canceled by the Federal Court.

This Note shall be governed by, and construed and enforced in accordance with, the laws of the state in which it is signed, and is intended to take effect as an instrument under seal.

Initials:           /EC

Promissory Note

# UNOFFICIAL COPY

As the undersigned Maker(s), I hereby certify that I have received a copy of this document.

*Diana Manzano*  
Witness

*Carole H. Rasco*  
CAROLE H. RASCO

\_\_\_\_\_  
Witness

*Edgar Crespo*  
EDGAR CRESPO

State of *Illinois* :

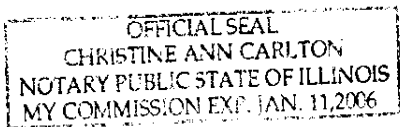
County of *Cook* : SS.

On *25<sup>th</sup>* day of January, 2003 before me, the undersigned authority, **CAROLE H. RASCO** and **EDGAR CRESPO** personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my Hand and Official seal.

*Christine Ann Carlton*  
Official's Signature  
Official's Title: *Notary Public*

Official Notary Seal



PROPERTY OF COOK COUNTY CLERK'S OFFICE