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MORTGAGE AND SECURITY AGREEMENT

Doc#: 0420150077

Eugene "Gene" Moore Fee: \$34.00

Cook County Recorder of Deeds

Date: 07/19/2004 12:09 PM Pg: 1 of 6

THIS MORTGAGE and SECURITY AGREEMENT (the "Mortgage") is made and entered into this 23 day of June, 2004, by and between Vyatcheslav Gurando (together "Mortgagor") and Alexander Doroshko ("Mortgagee")

RECITALS:

1. Mortgagor is the legal owner and holder of fee simple title in and to all of the real estate legally described

as: UNIT 1 IN BUILDING 8 OF KINGSPORT CONDOMINIUM, AS DELINEATED ON A SURVEY OF PART OF LOTS 5, 6, AND 7 IN SECTION 3, TAKEN AS A TRACT, IN OWNER'S SUBDIVISION OF BUFFALO CREEK FARM, BEING A SUBDIVISION OF PART OF SECTIONS 2, 3, 4, 9, AND 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WHEELING, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY LASALLE NATIONAL BANK, AS TRUSTEE AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 29, 1986 AND KNOWN AS TRUST NUMBER 110806 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON MAY 15, 1987 AS DOCUMENT NUMBER 87264610, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM, AS MAY BE AMENDED FROM TIME TO TIME, EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION OF SURVEY, AS MAY BE AMENDED FROM TIME TO TIME.

Commonly known as 712 Brandon PL, Wheeling IL, 60090

PIN: 03-03-400-073-1026

The real estate, a condominium unit, is hereinafter referred to as the "Premises."

1. Mortgagee has loaned the amount of \$20,000 to Mortgagor. In consideration of that loan from Mortgagee, and as collateral for Mortgagor's obligations to repay that loan, this Mortgage is being granted.

1) NOW, THEREFORE to secure the repayment of the \$ \$20,000 loan from Mortgagee, as stated in the Recitals set forth above, which are expressly incorporated as part of this Mortgage, this Mortgage is hereby granted to Mortgagee.

Grant of Mortgage

Mortgagor does hereby GRANT, REMISE, RELEASE, ASSIGN, ALIEN, MORTGAGE, CONVEY, DEED and Grant to Mortgagee, its successors and assigns, all of its estate, rights, title and interest in the Premises more particularly described in Recital 1 above and together with the following:

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IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Covenants, Warranties and Representations

1. Mortgagor covenants with any represents to Mortgagee as follows:

1. Mortgagor promptly shall pay, or cause to be paid, when due, Mortgagor's liabilities under the note and this Mortgage and promptly, fully and faithfully will perform, discharge, observe and comply with each and every of Mortgagor's Obligations;

(b) Mortgagor now has and hereafter shall maintain the standing, right, power and lawful, authority to own the Premises, to enter into execute and deliver this Mortgage, to encumber the Premises to Mortgagee and to perform all of the Mortgagor's Obligations and to consummate all of the transactions described in or contemplated by this Mortgage and the Note;

(c) The execution, delivery and performance by Mortgagor of and under this Mortgage, the Note, and all other agreements does not and will not constitute a violation of any applicable law and does not and will not constitute a conflict with or result in a default or breach of or under or cause an acceleration of any obligation arising, existing or created by or under any agreement, instrument, document, mortgage, deed trust deed, note, judgment, order, award, decree or other restriction to which Mortgagor or any of the Premises is or hereafter shall become a party or by which Mortgagor or any of the Premises is or shall become bound, or any law or regulatory provision now or hereafter affecting Mortgagor or any of the Premises;

(d) The various data and information relating to the Premises delivered and to be delivered by or for Mortgagor to Mortgagee are, and shall be, correct, complete and accurate in all respects;

(e) Mortgagor has duly filed and shall continue timely to file all federal, state and other governmental tax and similar returns which are required by law to be filed with respect to Mortgagor. All taxes and other sums which are shown to be payable under such returns have been and shall be timely and fully paid and Mortgagor shall maintain adequate reserves in amounts to fully pay all such liabilities which hereafter may accrue;

(f) There is no litigation, action, claim or proceeding pending or threatened which might, in any way, manner or respect, materially or adversely affect the Premises, Mortgagor, the lien of this Mortgage, the ability of Mortgagor to repay the advancements or impair the financial condition of the Premises;

(g) Mortgagor will save and hold Mortgagee harmless of any from any and all damage, loss, cost and expense, including but not limited to, reasonable attorneys' fees, costs and expenses, incurred by reason of or arising from or on account of or in connection with any suit or proceeding, threatened, filed and/or pending, in or to which Mortgagee is or may become or may have to become a party by reason of or arising from or on account of or in connection with Mortgagor's Obligations, this Mortgage, the Note or any other agreements;

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- A. All improvements, tenements, easements, fixtures and appurtenances relating to the Premises, and all rents, issues and profits from the Premises for so long and during all such times as Mortgagor may be entitled to them (which are pledged primarily and on a parity with the Premises and not secondarily), and all shades, awnings, Venetian blinds, screens, screen doors, storm doors and windows, stoves, and ranges, curtain fixtures, partitions, attached floor coverings, now or hereafter therein or thereon and all fixtures, apparatus equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, water removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) all fixtures, apparatus, equipment and articles, it being understood that the enumeration of any specific articles of property not specifically mentioned (all of these items are included in the term "Improvements"). To the fullest extent permitted by law, all of the Premises and property hereinabove described, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the Premises and to be appropriated to the use of the Premises, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged by this Mortgage;
- B. All fixtures and personal property of whatever kind and nature now in or hereafter placed in any building standing on the Premises including replacements of the foregoing, except personal property owned by tenants of the Premises, if any ("Personalty");
- C. All real estate tax and insurance escrow, insurance proceeds and condemnation awards, and all rights, titles and interests in and any leases and use agreements, and all books and records relative thereto in connection with the Premises, and all rents, income, profits and revenues arising therefrom, and all judgments, awards of damages and settlements made as a result of any taking of all or any part of the premises under the power of eminent domain (the "Miscellaneous Interests");
- D. All accounts, accounts receivable, contract rights and chattel paper of Mortgagor (the "Accounts"); and
- E. All proceeds of the conversion of any of the above items into cash or liquidated claims ("Proceeds").

The Premises, Improvements, Personalty, Miscellaneous Interests, Accounts and Proceeds described above are referred to herein as the "Collateral" and are intended to be a part of the real estate and shall be deemed for purposes of this Mortgage to be real estate.

TO HAVE AND TO HOLD the above granted Collateral, with all the privileges and appurtenances to the same belonging to Mortgagee, its successors and assigns, forever the uses set forth, free from all rights and benefits under any homestead exemption, rights of redemption from sale, rights to retain possession and appraisal, valuation, stay extension or moratorium laws of any state, all of said rights and benefits Mortgagor does hereby expressly release and waive.

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(h) Mortgagor is lawfully seized, possessed and the owner of and has good and indefeasible, marketable fee simple title to the mortgaged Premises and the Personalty, free and clear of all liabilities, claims, debts, exceptions, security interests, assessments, charges, impositions, levies, taxes, liens, and all other types of encumbrances except: (i) the lien of this Mortgage; and (ii) such liens and encumbrances as are expressly approved in writing by Mortgagee and set forth on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions");

(i) Mortgagor agrees to warrant and defend the Premises against all encumbrances (other than those created by this Mortgage) and any and all persons lawfully claiming, or who may claim the same or any part of the Premises;

(j) Mortgagor covenants and agrees to pay or cause to be paid all rents, additional rents, taxes assessments, water rates, sewer rents and other charges on or prior to the date and as often as the same shall become due and payable, and Mortgagor shall furnish Mortgagee, at Mortgagee's request, with duplicate receipts or photo static copies showing the payment of same on or prior to the due dates of such payments;

(k) Mortgagor will, at all times, promptly and faithfully keep and perform, or cause to be kept and performed, all the covenants and conditions to be kept by Mortgagor and performed and in all respects conform to and comply with any and all terms and conditions and Mortgagor further covenants that it will not do or permit anything to be done, the commission of which, or refrain from doing anything, the omission of which, will impair or tend to impair the security of this Mortgage.

(l) The indebtedness secured by this Mortgage shall immediately become due and payable at the option of Mortgagee if Mortgagor fails to furnish to Mortgagee within a reasonable period of time after Mortgagee's request any and all information which it may reasonably request concerning the performance by Mortgagor of any of its covenants, or if Mortgagor fails to permit Mortgagee or its representative at all reasonable times to make investigation or examination concerning such performance; and

(m) In the event of any failure by Mortgagor to perform any covenant to be observed and performed by it, the performance by Mortgagee on behalf of Mortgagor of the covenant shall not remove or waive, as between Mortgagor and Mortgagee, the corresponding default under the terms of this Mortgage and any amount so advanced or any costs incurred, shall be repayable by Mortgagor, together with interest at the default interest rate set forth in the Note, without demand, and shall be secured by this Mortgage and any such failure shall be subject to all of the rights and remedies of the Mortgagee available on account of any default.

Binding on Successor and Assigns.

2. This Mortgage shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include the named Mortgagor and any subsequent owner or owners of the equity of redemption of the Premises. The word "Mortgagee" shall include

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the successors and assigns of the named Mortgagee, and the holder or holders, from time to time of the note and any note or other document related to Future Advances.

Attest, this 23 day of June, 2004;

MORTGAGOR:

V. Gurando

Vyatcheslav Gurando

MORTGAGEE:

A. Doroshko

Alexander Doroshko

Property of Cook County Clerk's Office

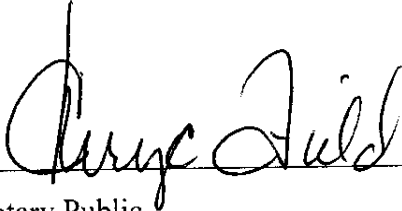
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Cheryl Field, a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that Vyatcheslav Gurando ,Mortgagors, and Alexander Doroshko, Mortgagee or its officer/agent, all of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that, in the capacities as aforesaid, signed the foregoing instrument, as their free and voluntary acts, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of June 2004.



Notary Public



(Impress Notarial Seal Here)

My Commission Expires: 01-06-2005