

UNOFFICIAL COPY



Doc#: 0429402445
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 10/20/2004 11:00 AM Pg: 1 of 6

4005
ST 5064197/
24/10/04

SECOND MORTGAGE

THIS INDENTURE made October 14, 2004, between **TM BUILDING, LLC, an Illinois Limited Liability Company, and THEODORE MAVRAKIS ("Mortgagor") and TCA VENTURES, LTD. ("Mortgagee")**, witnesseth:

THAT WHEREAS the Mortgagor is justly indebted to the legal holder of the Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holder of the Note, in the total principal sum of Two Hundred and Fifty Thousand (\$250,000.00) Dollars, evidenced by one certain Promissory Note of the Mortgagor of even date herewith, made payable to the Mortgagee and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from October 14, 2004 on the balance of principal remaining from time to time unpaid, with interest thereon at Six (6.0%) Percent per annum payable in installments (interest only) as follows: One Thousand Two Hundred Fifty and 00/100 (\$1,250.00) Dollars or more on the 14th day of November, 2004, and One Thousand Two Hundred Fifty and 00/100 (\$1,250.00) Dollars or more on the 14th day of each month thereafter until this Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on October 14, 2007. All such payments shall be payable at 1578 Sherman Avenue, Evanston, Illinois 60201, or such other place as the Note holder may designate.

NOW THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in the consideration of the sum of One Dollar in hand paid, Mortgagor hereby mortgages to the Mortgagee, his successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein:

LOT 7 IN P. JUDSON'S SUBDIVISION OF LOT 1 IN BLOCK 64 IN THE VILLAGE OF EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN SITUATED IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 1578 Sherman Avenue, Evanston, Illinois 60201

PIN Number: 11-18-311-014-0000

BOX 333-CTI

UNOFFICIAL COPY

Which with the property hereinafter described, is referred to herein as the "Premises."

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said Real Estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of said Real Estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by the Mortgagor or its successor or assigns shall be considered as constituting part of the Real Estate.

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, his successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Mortgagor shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to Holders of the Note; (d) complete within a reasonable time; (i) any building or buildings now under construction; (ii) or any building or buildings to be constructed upon said Premises; (e) comply with all requirements of laws or municipal ordinances with respect to the Premises and the use thereof; (f) make no material alterations in said Premises except as required by law or municipal ordinance.
2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to the Mortgagee or to the Holders of the Note duplicate receipts therefore. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor desires Mortgagee to contest.

UNOFFICIAL COPY

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, but not less than One Million One Hundred Fifty Thousand (\$1,150,000.00) Dollars, all in companies satisfactory to the Holders of the Note, under insurance policies payable, in case of loss or damage, to the Mortgagee for the benefit of the Holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver copies of all policies, including additional and renewal policies, to the Holders of the Note, and in case of insurance about to expire, shall deliver renewal policies not less than thirty days prior to the respective dates of expiration. Mortgagor shall pay the insurance premiums.

4. In case of default therein, the Mortgagee or the Holders of the Note, or any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by the Mortgagee or the Holders of the Note, or of any of them, to protect the mortgaged Premises and the lien hereof, plus reasonable compensation to the Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the highest post maturity rate set forth in the Note secured by this Mortgage, if any, otherwise the highest pre-maturity rate set forth therein. Inaction of the Mortgagee or the Holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagor.

5. The Mortgagee or the Holders of the Note hereby secured are hereby authorized to pay any real estate taxes relating to the Premises according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Holders of the Promissory Note, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Promissory Note or in this Mortgage to the contrary, become due and payable; (a) immediately in the case of default in making any payment on the Promissory Note, or; (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagor herein contained.

UNOFFICIAL COPY

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holders of the Note, or the Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of the Mortgagee or Holders of the Notes, or any of them, for attorneys' fees, Mortgagee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as Mortgagor or Holders of the Notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the Notes securing this Mortgage, if any, otherwise the highest pre-maturity rate set forth therein, when paid or incurred by Mortgagee or Holders of the Notes in connection with; (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security thereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal Notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal Note; fourth, any overplus to Mortgagor, his heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of; (a) the indebtedness secured hereby, or by any decree foreclosing this

UNOFFICIAL COPY

Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Notes hereby secured.

11. Mortgagee or the Holders of the Notes, or of any of them, shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Mortgagee has no duty to examine the title, location, existence, or condition of the Premises, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the note or the Mortgage, nor shall Mortgagee be obligated to record the Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid; and Mortgagee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Mortgagee the principal Note, representing that all indebtedness hereby secured has been paid, which representation Mortgagee may accept as true without inquiry. Where a release is requested of a successor Mortgagee, such successor Mortgagee may accept as the genuine Note herein described any Note which bears an identification number purporting to be placed thereon by a prior Mortgagee hereunder or which conforms in substance with the description herein contained of the principal Note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original Mortgagee and it has never placed its identification number on the principal Note described herein, it may accept as the genuine principal Note herein described any Note which may be presented and which conforms in substance with the description herein contained of the principal Note and which purports to be executed by the persons herein designated as makers thereof.

14. Mortgagee may resign by instrument in writing filed in the office of the Recorder in which this instrument shall have been recorded. Any Successor Mortgagee hereunder shall have the identical title powers and authority as are herein given Mortgagee.

15. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagor, and the word "Mortgagor", when used herein, shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal Notes or this Mortgage.

UNOFFICIAL COPY

16. Mortgagee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Mortgage.

Dated: October 14, 2004

TM BUILDING, LLC, an Illinois Limited Liability Company

By: _____

Managing Member

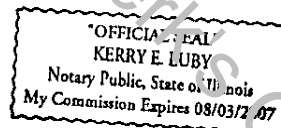
Theodore Mavrikakis

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public, DOES HEREBY CERTIFY THAT Theodore Mavrikakis, 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of October, 2004.

Notary Public



This instrument was prepared by and should be returned after recording to:

Robert A. Motel
Robert A. Motel, P.C.
4433 West Touhy Avenue
Suite 465
Lincolnwood, IL 60712

(847) 674-3330