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THIRD MORTGAGE

THIS INDENTURE WITNESSETH, John T. Biasco and Julia C. Biasco (hereinafter, "Grantors"), for \$10.00 and other good and valuable consideration, CONVEY, WARRANT AND GRANT to Robbins, Salomon & Patt, Ltd. (hereinafter, "RS&P"), the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook, State of Illinois, to-wit:



Doc#: 0511803157
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 04/28/2005 04:10 PM Pg: 1 of 6

Lots 97, 98 and 99 (Except the South 15 Feet of Lot 99) in George F. Koester and Company's Second Addition to Sauganash, A Subdivision in Caldwell's Reserve in Township 40 North, Range 13 East of the Third Principal Meridian According to the Plat Thereof Recorded March 15, 1929 as Document No. 9956617 in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s): 13-03-113-028

Address of mortgaged premises: 6222 N. Knox, Chicago, Illinois 60646

WHEREAS, Grantors are justly indebted to RS&P in the amount of \$30,000 for legal services furnished on behalf of Event Marketing Group, Inc. and John T. Biasco, and for future legal services to be furnished on behalf of John T. Biasco and/or Julia C. Biasco, which indebtedness is payable in accordance with terms of the written agreement attached hereto as Exhibit A (the "Agreement"). All persons and entities with any interest in the mortgaged premises, or about to acquire any such interest in these premises, should be aware that this Third Mortgage secures more than the original principal amount thereof (\$30,000) since it secures any and all other amounts which may become due under the Agreement or any other document or instrument evidencing, securing or otherwise affecting the underlying indebtedness, including, without limitation, any and all amounts due for legal services furnished by RS&P on Grantors' behalf after the execution of this Third Mortgage.

GRANTORS covenant and agree as follows: (1) To pay said indebtedness as herein, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage, to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first mortgagee, and second, to RS&P as their interests may appear; and (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, RS&P or the holder of said indebtedness, may, but shall not be required to, procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said

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premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, Grantors agree to repay immediately without demand, and the same with interest thereon from the date of payment at 5% per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of the Agreement or any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 10% per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by Grantors that all expenses and disbursements paid or incurred by RS&P or its assignee in connection with the foreclosure hereof (including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree) shall be paid by Grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such may be a party, shall also be paid by Grantors. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, executors, administrators and assigns of Grantors waive all right to the possession of, and income from, said premises pending such foreclosure without notice to Grantors, or to any party claiming under Grantors, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

Witness the hands and seal of Grantors this 27 day of April, 2005.
In no event shall the obligations of Grantors under the Agreement secured by this Third Mortgage exceed \$90,000.


Subscribed and Sworn to before me
this 27th day of April, 2005.

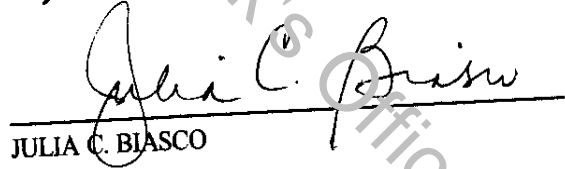

Notary Public
"OFFICIAL SEAL"
FRANCES A. MRZENA
Notary Public, State of Illinois
My Commission Expires Jan. 24, 2006



JOHN T. BLASCO

Subscribed
this 27th day of April, 2005.


Notary Public
"OFFICIAL SEAL"
FRANCES A. MRZENA
Notary Public, State of Illinois
My Commission Expires Jan. 24, 2006



JULIA C. BIASCO

This instrument was signed by
Robert F. Rabin, Esq.
Robbins, Salomon & Patt, Ltd.
25 E. Washington Street, 10th Floor
Chicago, Illinois 60602
(312) 782-9000

UNOFFICIAL COPY**AGREEMENT RELATING TO PAYMENT FOR ATTORNEYS' FEES PERFORMED BY ROBBINS, SALOMON & PATT, LTD.**

This Agreement Relating to Payment for Attorneys' Fees Performed by Robbins, Salomon & Patt, Ltd. (the "Agreement") among and between John T. Biasco ("John") and Julia C. Biasco ("Julia") (collectively, the "Biascos"), with Robbins, Salomon & Patt, Ltd. ("RS&P"), is made and executed in Chicago, Illinois as of the 27th day of April, 2005.

WHEREAS, RS&P was engaged by John to perform legal services on behalf of Event Marketing Group, Inc. ("EMG") – a company in which the Biascos had a direct financial interest – in connection with the lawsuit pending in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois entitled Cordogan, et al. v. Events Marketing Group, Inc., et al., No. 03 CH 961 (the "State Court Action");

WHEREAS, RS&P furnished legal services on EMG's behalf until it filed a Chapter 7 bankruptcy petition in the United States Bankruptcy Court for the Northern District of Illinois on August 13, 2004 (the "EMG Bankruptcy Case");

WHEREAS, RS&P was also engaged by John to furnish legal services on his behalf relating to, *inter alia*, the criminal contempt petition in the State Court Action, the attempt to have him and Julia joined as party defendants in the State Court Action and the anticipated adversary action against him and Julia in the EMG Bankruptcy Case (collectively, the "Legal Services");

WHEREAS, John is indebted to RS&P in the amount of \$35,000 for the Legal Services (the "Indebtedness"), which remains unpaid;

WHEREAS, John acknowledges and agrees that the Legal Services were ably and properly performed by RS&P, and that the Indebtedness related thereto is immediately due and owing;

WHEREAS, the Biascos anticipate that it will be necessary for RS&P to furnish additional legal services relating to the EMG Bankruptcy Case in the near future (the "Anticipated Future Services");

Exhibit A

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WHEREAS, RS&P has advised the Biascos that it will not furnish Anticipated Future Services unless the unpaid balance due for the Legal Services is immediately satisfied;

WHEREAS, the Biascos have agreed to grant a third mortgage encumbering their principal residence at 6222 N. Knox, Chicago, Illinois (the "Residence") to secure repayment of the Indebtedness (the "Third Mortgage");

NOW, THEREFORE, in consideration of the mutual covenants, warranties and representations herein contained, RS&P and the Biascos agree as follows:

1. The Recitals set forth hereinabove are incorporated herein and made an integral part of this Agreement.
2. Contemporaneously with the execution of this Agreement, the Biascos shall:
 - A. Deliver \$5,000 in good funds to RS&P in partial satisfaction of the Indebtedness; and
 - B. Execute and deliver to RS&P the Third Mortgage in the form attached hereto as Exhibit A to secure repayment of the unpaid balance due for the Legal Services and Anticipated Future Services, and to be paid as provided herein.
3. The Biascos acknowledge, covenant and agree that all sums that may become due to RS&P for Anticipated Future Services shall constitute additional indebtedness for purposes of the Third Mortgage, which sums shall become secured by, and incorporated into the unpaid principal balance of, the Third Mortgage.
4. The Biascos covenant and agree to exercise their best efforts to cause the Residence to be sold at the earliest available date for the highest and best price. When the Residence is sold, all sums due for the Legal Services and Anticipated Future Services secured by the Third Mortgage shall be paid directly to RS&P from the proceeds of such sale. The failure of the Biascos to consummate the sale of the Residence by October 15, 2005 shall constitute a breach of this agreement and an event of default under the Third Mortgage.

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5. Until such time as the Residence is sold (whereupon the unpaid balance due for the Legal Services and Anticipated Future Services will be satisfied in full from the proceeds of the sale thereof), the Biascos covenant and agree to pay \$750 per month to RS&P, commencing on June 1, 2005, and continuing until such time as all sums due for the Legal Services and Anticipated Future Services are paid in full. The failure of the Biascos to timely deliver any payment due hereunder shall constitute a breach of this Agreement and an event of default under the Third Mortgage, and shall entitle RS&P to withdraw from the representation of the Biascos.

6. After the sale of the Residence and satisfaction of the Third Mortgage and all then-outstanding sums due for the Legal Services and Anticipated Future Services, the Biascos covenant and agree to pay the entire balance due for all Anticipated Future Services within 30 days after receiving an invoice from RS&P for such services.

7. The Biascos expressly acknowledge and represent that (i) they have read this Agreement and the Third Mortgage, (ii) this Agreement and the Third Mortgage are being executed freely and voluntarily after having been advised by RS&P to seek counsel concerning the legal consequences thereof, (iii) they have chosen not to consult with counsel, and (iv) intend to be legally bound by the same.

8. This Agreement may be executed in one or more counterparts, by signature of the parties, each of which shall be deemed an original but all of which together shall constitute one and the same agreement, and shall be binding upon RS&P and the Biascos, as well as their respective agents, attorneys, officers, directors, shareholders, principals, employees, beneficiaries, heirs, legatees, executors, administrators and assigns. A facsimile version of this Agreement and any facsimile signature shall be deemed to be the equivalent of an original version of this Agreement or an original signature.

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9. RS&P and the Biascos acknowledge and agree that this Agreement contains the entire understanding and agreement of the parties hereto, and supersedes all other written and oral exchanges, arrangements or negotiations among them or their representatives concerning the satisfaction of the Indebtedness.

10. This Agreement may not be altered, amended, changed, terminated or modified in any respect without the written consent of all of the parties hereto. No waiver by any party hereto of any breach or default hereunder shall be deemed a waiver of any other or subsequent breach or default.

11. This Agreement shall be construed in accordance with, and its validity and effect (including any claims of breach of any of the terms thereof) shall be governed by, the laws of the State of Illinois.

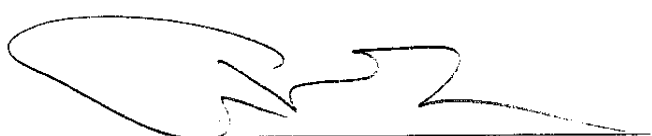
12. RS&P and the Biascos hereby submit to the jurisdiction of the courts of the State of Illinois and venue in the Circuit Court of Cook County, Illinois, for all matters relating to this Agreement. For the purpose of any suit, action or other proceeding arising out of obligations under, or with respect to, this Agreement, RS&P and the Biascos expressly waive any and all objections to venue in any such courts, and they shall not initiate an action or claim in any other court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed as of this 27th day of April, 2005.


JOHN T. BIASCO


JULIA C. BIASCO

ROBBINS, SALOMON & PATT, LTD.


By: Andrew M. Sachs
Its: Vice President