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Doc#: 0515850043
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 06/07/2005 01:10 PM Pg: 1 of 6

MORTGAGE

THIS MORTGAGE (the "Instrument" or "Mortgage"), dated June 6, 2005 is made by JOSEPH MARTINEZ and ANNA MARTINEZ, Husband and Wife, (hereinafter referred to as "Borrower" and "Mortgagor"), in favor of VIKING FINANCIAL SERVICES L.L.C. (hereinafter referred to as "Lender" and "Mortgagee"), whose address is 469 Doughty Blvd., Inwood, New York 11096.

WITNESSETH, THAT THE MAXIMUM INDEBTEDNESS SECURED BY THIS MORTGAGE IS \$100,000.00

WITNESSETH, this mortgage is being given as additional collateral to secure the performance of CAESAR MARTINEZ, JOSEPH MARTINEZ & ANNA MARTINEZ, as Buyer, under a Purchase and Security Agreement known as contract #0014782 (Hereinafter referred to as the "Note") wherein Buyer is purchasing equipment (not real estate) costing \$193,403.51 from Hinojosa South Texas Equipment Co., as Seller, which agreement was subsequently assigned by Seller to VIKING FINANCIAL SERVICES L.L.C., the Mortgagee herein.

WITNESSETH, that to secure the payment of the indebtedness aforesaid, the Mortgagor hereby mortgages, and transfers to the Mortgagee all of Mortgagor's right, title and interest in the property (the "Land") situated in Cook County, State of Illinois, commonly known as:

PROPERTY ADDRESS: 5447 N. LaCrosse, Chicago, Illinois 60647

LEGAL DESCRIPTION:

See attached as Exhibit A.

PERMANENT INDEX NO. 13-09-207-034-0000

Together with all improvements now or hereafter located thereon;

Together with all easements, rights-of-way and rights used in connection therewith or with a means of access thereto and all tenements, hereditaments and appurtenances thereto;

Together with all fixtures and all furniture, equipment and other personalty (excluding inventory goods) customarily located on, in or upon said real property, including but not limited

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to all partitions, security devices, carpeting, rugs, lighting fixtures, heating and cooling equipment, appliances and machinery used in the operation of the business conducted on said real property, as well as any and all additions, substitutions, replacements and proceeds thereto or therefrom, (collectively referred to herein as "Personalty"); and

Together with the real property legally described above, together with the improvements thereon, the rights therein, the appurtenances thereto, the Personalty on, in, upon, attached to or installed therein, the rents, issues and proceeds thereof, the present and future estates and interest of Mortgagor therein (collectively referred to as the "Mortgaged Premises").

And the Mortgagor covenants with the Mortgagee as follows:

1. **Payment of Indebtedness**

The Mortgagor will promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note, and all other sums secured by this Instrument, and will otherwise duly comply with the terms thereof.

2. **Title to Land.**

Mortgagor represents and covenants that (i) Mortgagor is seized of a Fee Simple Estate in the Land and the improvements, and that the Land is free and clear of all liens and encumbrances, other than easements, covenants, and restrictions of record which are acceptable to the Mortgagee, (ii) Mortgagor has full legal power, right and authority to mortgage, pledge and convey the Fee Simple Estate and (iii) this Mortgage creates a first lien on the Fee Simple Estate, subject only to easements, covenants, and restrictions of record which are acceptable to the Mortgagee.

3. **Application of Payments**

Unless applicable law provides otherwise, all regular monthly payments or all other payments received by Mortgagee from Mortgagor under the Note or this Instrument shall be applied by Mortgagee in the following order of priority: (i) to all costs and expenses, including reasonable attorney's fees, incurred by the Mortgagee pursuant to the terms of the Note or this Instrument; (ii) to any and all amounts of interest payable on any and all advances and expenses made by the Mortgagee or on any other indebtedness due to the Mortgagee pursuant to the Note and this Instrument; (iii) to any and all advances made by the Mortgagee or any other indebtedness due to the Mortgagee pursuant to the Note and this Instrument; (iv) to any and all late charges due to the Mortgagee as provided in the Note; (v) to any and all amounts of interest payable on the Note; and (vi) to any and all amounts of principal due under the Note.

4. **Maintenance of Mortgaged Premises Changes and Alteration**

A. The Mortgagor shall maintain, or cause to be maintained, the Mortgaged Premises in good repair, working order and condition and make, or cause to be made, as and when necessary, all repairs, renewals, and replacements, structural and non-structural, exterior and interior,

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ordinary and extraordinary. The Mortgagor shall refrain from, and shall not permit, the commission of waste in or about the Mortgaged Premises and shall not remove, demolish, alter, change or add to the structural character of any improvement at any time erected on the Mortgaged Premises without the prior written consent of the Mortgagee, except as hereinafter otherwise provided.

B. The Mortgagor may, in its discretion and without the prior written consent of the Mortgagee, any time and from time to time, make, or cause to be made reasonable changes, alterations or additions, structural or otherwise, in or to the Mortgaged Premises, which are suitable to the Mortgaged Premises.

5. Insurance

The Mortgagor shall maintain the following insurance coverage with respect to the Mortgaged Premises:

Insurance against loss of or damage to the Mortgaged Premises by fire and such other risks as are customarily insured against in the area in which the Mortgaged Premises are located, including but not limited to, risks insured against under extended coverage policies with all risk and difference in conditions endorsements, in each case in amounts at all times sufficient to prevent the Mortgagor from becoming a co-insurer under the terms of the applicable policies and, in any event, in amounts not less than the greater of (i) the principal balance remaining outstanding from time to time on the Note and (ii) the full insurable value (as hereinafter defined) of the Mortgaged Premises, as determined from time to time.

The term "full insurable value" as herein shall mean actual cash value, i.e., replacement cost, exclusive of costs of excavation, foundations and footings below the lowest basement floor or mortgage indebtedness, whichever is greater.

MORTGAGOR SHALL ADD MORTGAGEE AS A "LOSS PAYEE" ON MORTGAGOR'S HAZARD INSURANCE.

6. Protection of Mortgagee's Security.

If Mortgagor fails to perform the covenants and agreements contained in this Instrument, or if any action or proceeding is commenced which affects the Mortgaged Premises or title thereto or the interest of Mortgagee therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee at Mortgagee's option may make such appearances, disburse such sums and take such action as Mortgagee deems necessary, in its sole discretion, to protect Mortgagee's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Mortgaged Premises to make repairs, (iii) procurement of satisfactory insurance as provided in paragraph hereof, and (iv) if this Instrument is on a leasehold, exercise of any option to renew or extend the ground lease on behalf of Mortgagor and the curing of any default of Mortgagor in the terms and conditions of the ground lease. Interest shall accrue upon any advances made by the Mortgagee

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pursuant to this paragraph at the Interest Rate provided in the Note.

7. Sale, Conveyance, Mortgaging, Hypothecation, or Other Transfer.

A. If, during the term of the Note, the Mortgagor shall (whether voluntarily or by operation of law) sell, convey, assign, mortgage, hypothecate or otherwise transfer or encumber the Mortgaged Premises or any part thereof or any right, title or interest therein, including an Articles of Agreement for Deed, except to an entity wholly-owned directly or indirectly by the Mortgagor, the Mortgagee, at its option, may demand that the Mortgagor prepay the principal balance plus all accrued interest, prepayment premium, if any, and any and all other amounts remaining unpaid under the Note and this Instrument.

B. In the event the Mortgagor conveys, sells, grants possession, transfers or assigns any interest therein, either directly or indirectly, including but not limited to the assignment of a beneficial interest, or contracts to do any of the foregoing, without the prior written consent of the Mortgagee or violates any of the provisions of the Note, all terms and provisions of the Note being incorporated herein by reference, all sums due hereunder, both principal and interest, shall become immediately due and payable irrespective of the maturity date specified.

8. Events of Default.

In the case one or more of the following events ("Events of Default") shall occur, to-wit:

A. If default shall be made in the payment of any installment of interest, or of principal and interest, on the Note, or in the payment of any other amount required to be paid thereunder or hereunder when the same or any part thereof shall become due and payable, including, but not limited to, the Escrow payment required for insurance, taxes, costs, fees and other charges provided under the Note and this Mortgage, and such default shall have been declared, if so required, pursuant to the Note or this Mortgage and if such default shall remain uncured for a period of thirty (30) days after receipt by Mortgagee from Mortgagor of a written notice declaring such default; or

B. If Mortgagor shall make a general assignment for the benefit of creditors, or shall state in writing or by public announcement its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt, or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or any material portion of their assets; or

Then, in any such event, at the option of Mortgagee, the entire unpaid principal balance of the Note secured hereby, the applicable premium, if any, and all accrued and unpaid interest under the Note, and any other sums secured hereby shall be due and payable immediately and, thereafter, each of said amounts shall bear interest at the Default Rate of Interest as provided in the Note.

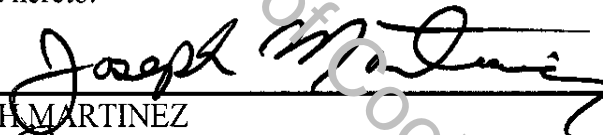
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9. Notices.


Any notice, demand or other communication given pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent by registered mail, return receipt requested, postage prepaid. Any such notice, demand or other communication shall be deemed given when received at the office of the Mortgagee or Mortgagor or of any other officer who shall have been designated by the addressee by notice in writing to the other party.

This Mortgage is negotiated in the County of Cook and shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Mortgagor has caused the Mortgage to be executed and attested hereto.



JOSEPH MARTINEZ



ANNA MARTINEZ

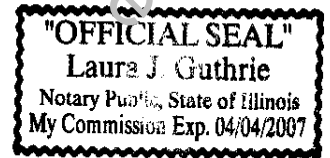
I, The UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that:

JOSEPH & ANNA MARTINEZ personally known to me to be the same persons whose names 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 official seal this June 6, 2005.



NOTARY PUBLIC



Prepared By:
Marshall Richter, Attorney at Law,
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847-967-5216, 847-967-5246 fax

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Legal Description for 5447 N. LaCrosse, Chicago, Illinois 60630

THAT PART OF LOT ONE (1) IN KATHERINE MILLER'S ADDITION TO FOREST GLEN, HEREINAFTER DESCRIBED, FALLING WITHIN LOT 235 IN ELMORE'S FOREST GARDENS, A SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER (1/4) OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN KATHERINE MILLER'S ADDITION TO FOREST GLEN, BEING A RESUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER (1/4) OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON APRIL 29, 1960 AS DOCUMENT NUMBER 1919460.

Property of Cook County Clerk's Office