



Doc#: 0607344015 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/14/2006 10:35 AM Pg: 1 of 7

MORTGAGE

THIS MORTGAGE (Security Instrument) is given on May 13, 2006. The mortgagors are **STANLEY MIKA, AND ELIZABETH MIKA** ("Mortgagors"). This Security Instrument is given to **MERC CAPITAL FUNDING**, an Illinois Corporation, or its nominee, successor or assignee whose address is 10600 W Higgins Rd., Suite 516 Rosemont, IL 60062 ("Mortgagee").

Amount: \$100,000.00

For this purpose, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the following described property located in Cook County, Illinois:

(SEE EXHIBIT "A" FOR LEGAL DESCRIPTION)

PINS: 13-15-306-027-0000

ADDRESS: 4300 N. KNOX, CHICAGO, ILLINOIS, 60641

This Security Instrument secures to Mortgagee (a) the repayment of the debt evidenced by the Note, and all renewals, extensions, and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 below to protect the security of this Security Instrument; and (c) the performance of Mortgagor's covenants and agreement under this Security Instrument and the Note.

TOGETHER with all the improvements now or hereafter erected on the property, and all rights and interest under the condominium declarations, if any belonging to said property easements, appurtenances, and fixture now or hereafter a part of the property, and further includes the ASSIGNMENT OF RENTS and the security interest in the rents and personal property therein. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

MORTGAGOR Covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property and that the Property is unencumbered, EXCEPT FOR this 1st Primary MORTGAGE in the amount of not more than \$1,500,000 to PLAZA BANK, successors, and/or assigns Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record acceptable to Mortgagee.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Mortgagor and Mortgagee covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. If the amount is not paid in full or renewed by the terms set forth in the Note, Borrower shall pay, in addition to the balance due, a late charge in the amount of FIVE (5%) percent of the balance due, compounded daily.
2. Funds for Taxes and Insurance. Borrower shall promptly pay any and all Taxes and Assessments levied on the property. Insurance, and any other costs to maintain and preserve the property.

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3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 above shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Mortgagor shall pay these obligations in the manner provided in paragraph 2 above, or if not paid in that manner, Mortgagor shall pay them on time directly to the person owed payment. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph. If Mortgagor makes these payments directly, Mortgagor shall promptly furnish to Mortgagee receipts evidencing the payments.

Mortgagor shall promptly discharge any lien that has priority over this Security Instrument unless Mortgagor (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings that in the Mortgagee's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Security Instrument. If Mortgagee determines that any part of the Property is subject to a lien that may attain priority over this Security Instrument, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within ten days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7 below.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgage clause. Mortgagee shall have the right to hold the policies and renewals. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property or does not answer within 30 days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 21 below the Property is acquired by Mortgagee, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation, Maintenance, and Protection of the Property; Leaseholds. Mortgagor shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Mortgagor shall be in default if an forfeiture action or proceeding, whether civil or criminal, is begun that in Mortgagee's good-faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Mortgagee's security interest. Mortgagor may cure such a default and reinstate, as provided in paragraph 18 below, by causing the action or proceeding to be dismissed with a ruling that, in Mortgagee's good-faith determination, precludes forfeiture of the Mortgagor's interest in the Property or other material impairment of the lien created by this Security Instrument or Mortgagee's security interest.

7. Protection of Mortgagee's Rights in the Property. If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Mortgagee's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions may include paying any sums secured by a lien that has priority over this Security Instrument appearing in court, paying reasonable attorneys' fees, and entering on

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the Property to make repairs. Although Mortgagee may take action under this paragraph 7, Mortgagee does not have to do so. Any amounts disbursed by Mortgagee under this paragraph 7 shall become additional debt of Mortgagor secured by this Security Instrument. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate of 15% and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

8. Further Assurances; Attorney-in-Fact. At any time, and from time to time, upon request of Mortgagee, Mortgagor will make, execute and deliver, or will cause to be made, executed or delivered, to Mortgagee or to its designee, and when requested by Mortgagee, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Mortgagee may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Mortgagor's obligations under the Note, this Security Instrument, and (2) the liens and security interests granted by this Mortgage and the priority thereof. Unless prohibited by law or Mortgagee agrees to the contrary in writing, Mortgagor shall reimburse Mortgagee for all costs and expenses incurred in connection with the matters referred to in this Paragraph 8.

Attorney-in-Fact. If Mortgagor fails to do any of the things referred to in the preceding paragraph, Mortgagee may do so for and in the name of Mortgagor and at the Mortgagor's expense. For such purposes, Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Mortgagee's sole opinion, to accomplish the matters referred to in the preceding paragraph.

9. Inspection. Mortgagee or its agent may make reasonable entries on and inspections of the Property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Mortgagor or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 10 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

11. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release the liability of the original Mortgagor or Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Cosigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 17 below. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant, and convey that Mortgagor's interest in the Property under the terms of this

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Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Mortgagor's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law that sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Mortgagor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Mortgagor designates by notice to Mortgagee. Any notice to Mortgagee shall be given by Certified mail return receipt requested to Mortgagee's address stated herein or any other address Mortgagor designates by notice to Mortgagee. Any notice provided for in this Security Instrument shall be deemed to have been given to Mortgagor or Mortgagee when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law such conflict shall not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Mortgagor's Copy.** Mortgagor shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Mortgagor.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Security Instrument.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 15 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.

18. **Full Performance.** If Mortgagor pays all the indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Mortgagor under this security instrument and Note, Mortgagee shall execute and deliver to Mortgagor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file for security in the rents and personal property. Mortgagor will pay any reasonable termination fee as determined by Mortgagor from time to time.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Mortgagor., if the Note or a partial interest in the Note is sold, Mortgagor will be given subsequent written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Note Holder and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If

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Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction in which the Property is located that relate to health, safety, or environmental protection.

NONUNIFORM COVENANTS. Mortgagor and Mortgagee further covenant and agree as follows:

21. **Acceleration; Remedies. Default.** Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 above unless applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the default; (c) a date, not less than 10 days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding, and sale of the Property. If the default is not cured on or before the date specified in the notice, Mortgagee, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may either foreclose this Security Instrument by judicial proceeding or accept Mortgagee's Deed in lieu of Foreclosure. Even if Mortgagee accepts Mortgagor's Deed in lieu of Foreclosure, Mortgagee MAY still proceed with any deficiencies of the debt due under the Note against Mortgagor. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Mortgagee shall release this Security Instrument without charge to Mortgagor. Mortgagor shall pay any recordation costs.

23. **Waiver of Homestead.** Mortgagor waives all right of homestead exemption in the Property. **THE PROPERTY IN QUESTION IS NOT HOMESTEAD PROPERTY.**

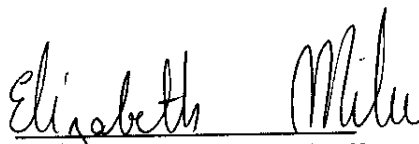
24. **Riders to This Security Instrument.** If one or more riders are executed by Mortgagor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

THIS MORTGAGE IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF MORTGAGORS UNDER THE NOTE, THIS MORTGAGE, AND THE RELATED DOCUMENTS.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Security Instrument and in any other document(s) executed by Mortgagor and recorded with it.



Stanley Mika Individually
Jointly and Severally Liable



Elizabeth Mika Individually
Jointly and Severally Liable

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Stanley Mika and Elizabeth Mika** known to me to be the same persons whose names are subscribed to this mortgage instrument dated February 13, 2006, 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, including the release and waiver of the right of homestead.

Given under my hand and notary seal, this 13th day of February, 2006.



[Handwritten Signature]

Notary Public

My commission expires 8-1-2009

Residence Address:

1050 E. Cardinal Lane
Mount Prospect, IL 60056

RECORD AND RETURN TO:

Merc Capital Funding
10600 W Higgins Rd.
Suite 516
Rosemont, IL 60018



Notary of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT "A"**

THOSE PARTS OF LOTS 1 AND 2 IN BLOCK 5 AND THE VACATED STREET LYING EASTERLY OF SAID LOTS IN DICKINSONS SUBDIVISION OF THAT PART OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING WEST OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY'S LANDS (EXCEPT THE RIGHT OF WAY OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILWAY CO.) DESCRIBED AS FOLLOWS:

BEGINNING AT THE ANGLE IN THE WEST LINE OF NORTH KNOX AVENUE AS DEDICATED BY PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON PARALLEL 2, 1940 AS DOCUMENT 12457890 WHICH ANGLE IS LOCATED 325 84/100THS FEET SOUTH OF THE SOUTH LINE OF WEST MONTROSE AVENUE AND RUNNING THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID DEDICATED STREET A DISTANCE OF 487 FEET; THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO SAID WESTERLY LINE A DISTANCE OF 136 FEET TO A POINT 23 FEET (MEASURED PERPENDICULARLY) NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE ST. PAUL AND PACIFIC RAILWAY CO.; THENCE SOUTHEASTERLY A DISTANCE OF 60 30/100THS FEET TO A POINT ON A LINE 17 FEET MEASURED PERPENDICULARLY NORTHEASTERLY FROM AND PARALLEL TO THE AFOREMENTIONED NORTHEASTERLY LINE OF THE RIGHT OF WAY. THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 415 8/100THS FEET TO ITS POINT OF TANGENCY WITH THE ARC OF A CIRCLE HAVING A RADIUS OF 374.56 FEET AND CONVEX WESTERLY WHICH ARC IS ALSO TANGENT TO A LINE 2 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1 IN BLOCK 5 AND THE WEST LINE OF LOT 2 IN BLOCK 6 IN THE HEREINBEFORE MENTIONED SUBDIVISION; THENCE CONTINUING NORTHWESTERLY ALONG SAID ARC OF A CIRCLE A DISTANCE OF 71.02 FEET AND THENCE NORTHEASTERLY A DISTANCE OF 131.33 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4300 N. Knox, Chicago, IL

PERMANENT INDEX NUMBERS: 13-15-306-037-0000