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Doc#: 0612446093 Fee: \$34.00
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 05/04/2006 12:13 PM Pg: 1 of 6

MORTGAGE

THIS MORTGAGE, made this 25 day of April, 2006, by Dream Home Concepts, Inc., an Illinois corporation (the "Mortgagor"), in favor of Home Building Supply, LLC, an Illinois limited liability company (the "Mortgagee"), has reference to the following facts and circumstances:

THE ABOVE SPACE IS FOR RECORDER'S USE ONLY

RECITALS

WHEREAS, the Home Building Supply, LLC, and Dream Home Concepts, Inc., entered into that certain Settlement Agreement and Release dated April ~~15~~, 2006 (the "Settlement Agreement"); *January 27, 2006 A*

A WHEREAS, as part of the Settlement Agreement, Dream Home Concepts, Inc., made that certain ~~Amended and Restated~~ Promissory Note to Home Building Supply, LLC, of the same date herewith (the "Note");

WHEREAS, to secure Dream Home Concepts, Inc.'s performance of its obligations under the Settlement Agreement and Note, Home Building Supply, LLC, requires Dream Home Concepts, Inc. to execute this Mortgage in favor of Home Building Supply, LLC, covering certain real property located at 3208 West 168th Street in the Village of Homewood, County of Cook, State of Illinois;

WHEREAS, to induce Home Building Supply, LLC, to execute the Settlement Agreement and Note, Dream Home Concepts, Inc., desires to execute this Mortgage in favor of Home Building Supply, LLC.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, Dream Home Concepts, Inc., agrees with Home Building Supply, LLC, as follows:

1.00. DEFINITIONS.

1. The singular tense includes the plural. The masculine gender included the feminine and the neutral.
2. Titles to sections are descriptive only, and do not alter, limit or amend the substance of the section itself.

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2.00 PARTIES.

1. Mortgagor's name and address:

Dream Home Concepts, Inc.
P.O. Box 1544
Frankfort, IL 60423

2. Mortgagee's name and address:

Home Building Supply, LLC
17532 Duvan Drive
Tinley Park, IL 60477

3.00 MORTGAGE; WAIVER OF HOMESTEAD EXEMPTION.

1. For valuable consideration, receipt whereof is acknowledged by the Mortgagee, the Mortgagor warrants, grants, gives, bargains, confirms, assigns, pledges, sets over, transfers, sells, conveys, remises, releases and otherwise mortgages to the Mortgagee, its successors and assigns, forever, the real estate described in Section 4.01 and the improvements thereon; provided, nevertheless, that if the Mortgagor shall fully satisfy, fully discharge or otherwise pay the entire amount, including any interest accrued thereon, set forth in the Note, this Mortgage shall become null and void and shall be released at the Mortgagor's expense.

2. The Mortgagor releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois to the real estate described in Section 4.01.

4.00 LEGAL DESCRIPTION

1. The legal description of the real estate herein Mortgaged is:

Lot 2 in Wood Subdivision being a Subdivision in the South Six (6) acres of the South Half of the North Half of the Southeast Quarter of the Northeast Quarter of Section 2, Township 35 North, Range 13 East of the third Principal Meridian (except that part taken for highway purposes), according to the Plat of Subdivision thereof recorded December 29, 1999 as Document No. 09203545 in Cook County, Illinois.

Commonly known as: 3208 West 168th Street, Village of Homewood, County of Cook, State of Illinois

Permanent Real Estate Index #: 31-02-203-096-0000

5.00 PROMISSORY NOTE.

1. This Mortgage secures payment of the principal sum of Thirty Six Thousand One Hundred and Eighty Five and 22/100 Dollars (\$36,185.22) under the terms and conditions stated

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in the Note and the Settlement Agreement, with the principal and interest being due and payable on the earlier of: 1) the sale of the property subject to this Mortgage; or 2) ~~June 1, 2006~~ July 1, 2006

2. This Mortgage otherwise secures the prompt performance of all covenants and agreements set forth in this Mortgage, the Note and the Settlement Agreement and secures the prompt payment of any and all moneys owed by the Mortgagor to the Mortgagee under any other covenant or agreement of this Mortgage, the Note and/or the Settlement Agreement.

6.0 GENERAL CONDITIONS.

1. The Mortgagor covenants, warrants, represents and otherwise agrees :

a. To promptly pay when due all general and special taxes, assessments and impositions on the real estate, and not to commit or suffer waste thereto, to pay all money paid or liabilities incurred by the legal or equitable owner of the Note of this Mortgage on account of costs, attorneys' fees or expenses in any suit or proceeding at law or in equity to which such owner may be a party on account of the Note of this Mortgage.

b. To keep all buildings that may at any time be upon the real estate insured against fire until the indebtedness hereby secured is fully paid, in such companies as the Mortgagee may direct, for the full insurable value, with loss, if any payable to and deposit the policy of insurance with the Mortgagee.

c. If Mortgagor fails to pay any general or special taxes, assessments or imposition on the real estate at least ten days before the time fixed for the sale of the real estate therefore, at its option, the Mortgagee may do the same, and any monies paid out therefore shall become a part of the principal indebtedness which is secured by this Mortgage.

d. In case of default be made in the payment of the principal amount due under the Note and Settlement Agreement, or any part thereof or the interest thereon, or any part thereof, or of a breach of any of the covenants or agreements herein contained, then the whole of said principal sum, with interest, until paid, along with attorneys' fees and costs, secured by this Mortgage, shall thereupon, at the sole option of the Mortgagee, without notice, become immediately due and payable, and this Mortgage may be foreclosed to pay the same and it shall be lawful for the Mortgagee to enter into and upon the real estate hereby Mortgaged, or any part thereof, and to receive and collect all rents, issues and profits thereof.

e. If this Mortgage is foreclosed, or bill, answer, cross-bill, motion or intervening petition filed for that purpose or to collect or protect the indebtedness hereby secured, a reasonable sum for the Mortgagee's attorney's fees and costs shall be fixed by the court and shall be included in the decree or in case of settlement before decree, taxed as costs.

f. That Mortgagor is and shall remain lawfully seized, possessed and the owner of the Mortgaged property and has good and indefeasible, marketable fee-simple title to

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the Mortgaged property, free and clear of any and all encumbrances, and hereafter shall maintain the standing, right, power and lawful authority to hold title the Mortgaged property. Mortgagor further covenants and agrees that it has the standing, right, power and lawful authority to enter into, execute and deliver this Mortgage to Mortgagee and to encumber the Mortgaged property to Mortgagee as provided herein.

g. That there is no litigation, action, claim or proceeding pending or threatened which might, in any way, manner or respect, materially adversely affect the Mortgaged property, the Mortgagee's encumbrances thereon or the collectibility of the Mortgagor's obligations under the Note and Settlement Agreement.

h. That Mortgagor will not change the use or character of or abandon the Mortgaged property and at all times hereafter shall keep the Mortgaged property in good condition and repair and will make all necessary repairs, replacements and renewals to the Mortgaged property so that the value of the Mortgaged property and any improvements thereon shall at all times hereafter be maintained and preserved.

i. That Mortgagor shall keep the Mortgaged property free and clear of all encumbrances of any and every kind and nature. Mortgagor further covenants that it shall not, at any time, pledge, hypothecate or otherwise encumber all or any portion of the Mortgaged property or the Mortgagor's interest therein without the prior written consent of the Mortgagee.

j. That in the event that the mortgaged property is sold or conveyed to any other party except the Mortgagee, the Mortgagor's obligations under the Note and Settlement Agreement shall become immediately due and payable, anything contained herein to the contrary notwithstanding.

2. Upon the filing of any bill, answer cross-bill or intervening petition to foreclose this Mortgage or to collect the indebtedness secured thereby, the court may appoint any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such suit or proceedings and until the time to redeem the same from any sale that may be made under any decree therein shall expire; such rents, issues and profits when collected, shall be applied to the indebtedness and costs herein mentioned and described.

7.00 DEFAULT

1. The occurrence of any one or more of the following events shall constitute an event of default under this Mortgage:

a. The failure of Mortgagor to promptly pay all of its obligations to the Mortgagee under the Settlement Agreement and the Note;

b. Any other event of default under or breach of either the Settlement Agreement or the Note;

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c. The Mortgagor's breach of any of the covenants, warranties, representations or agreements contained in this Mortgage;

d. The Mortgaged property is attached, seized, levied upon, subjected to a writ of distress warrant or comes into the possession of a receiver (except by application of the Mortgagee), trustee, custodian or assignee for the benefit of creditors;

e. The application of the Mortgagor or any other third party (except the Mortgagee) for a receiver, trustee, custodian or assignee to take possession of the Mortgaged property;

f. The filing of a petition by Mortgagor under the Bankruptcy Reform Act of 1978, as amended, or the making of an assignment for the benefit of creditors by the Mortgagor.

2. In addition to the remedies made available to the Mortgagee heretofore, upon the event of a default, the Mortgagee shall have the right, without making demand on notifying the Mortgagor, to: (1) file a suit at law or in equity to foreclose this Mortgage and to collect any amounts then due and owing under the Note and/or Settlement Agreement; and (2) to enter upon and take immediate possession of the Mortgaged property, receive all rents and otherwise manage and control the Mortgaged property.

8.00 DATE; SIGNATURE

1. The date of this Mortgage is April 25th, 2006.

2. Mortgagor's signature:

Dream Home Concepts, Inc., an Illinois corporation,

By: [Signature] PRESIDENT
Its president

9.00 ACKNOWLEDGEMENT.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for Cook County, Illinois, do hereby certify that Steven Amu, president of Dream Home Concepts, Inc. ("Mortgagor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his 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 notarial seal this 25th day of April, 2006.

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Monica Gwa-Amu
Notary public

(Notarial Seal)

10.00 MAIL TO.

- To the recorder:

This Mortgage was prepared by:

Jeffrey S. Keller
 P.O. Box 450
 Warrenville, IL 60555
 (630) 393-3834

Mail to:

Andrew Tripp
 Sosin, Lawler & Arnold, Ltd.
 11800 S. 75th Avenue, Suite 300
 Palos Heights, Illinois 60463



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