



Doc#: 0631834051 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/14/2006 01:20 PM Pg: 1 of 6

REAL ESTATE MORTGAGE

This indenture witnesseth that **Sultan A. Gilani and Gulbanu S. Gilani (H/W)**, as Mortgagor, **MORTGAGES AND WARRANTS TO LUKE OIL CO., INC.**, an Indiana Corporation, as Mortgagee, the following Real Estate in Cook County, State of Illinois, to-wit:

See Attached Legal Description -- Exhibit A

Permanent Real Estate Index Number(s): 28-03-204-006-0000
Address(es) of premises: 13830 S. Pulaski Road, Crestwood, IL 60445

and the rents and profits there from, to secure (1) the payment, when the same shall become due, of the sum of \$150,000 with interest and costs, as evidenced by that certain Promissory Note of even date herewith (the "Note"), (2) all of the obligations of Mortgagor under that certain Motor Fuels Supply and Security Agreement (the "Supply Agreement") of even date herewith, and (3) all of the obligations of Mortgagor hereunder. Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes hereinafter stipulated, or upon the failure to perform any other obligation secured hereby, then said indebtedness shall be due and collectible, with Mortgagee's attorney's fees, title search and all other costs, and this Mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all real estate taxes and assessments against the real estate so paid, and failing to do so, the Mortgagee may pay said taxes and the amount so paid, with eighteen percent (18%) interest thereon, shall become a part of the indebtedness secured by this Mortgage.

Additional Covenants:

1. Mortgagor shall obtain and maintain, until said Note is paid in full, liability insurance on the described real estate with limits and coverages as required by the Supply Agreement, and naming Mortgagee as an additional insured, and shall provide a certificate thereof to Mortgagee which shall provide that the insurance policy cannot be canceled without thirty (30) days prior written notice to Mortgagee.
2. No part or parcel of the real estate and no interest therein shall be sold (including by condition or installment sales contracts), transferred (including transfers to land trusts and affiliates of Mortgagor), conveyed, mortgaged, hypothecated, or otherwise, without prior written consent of Mortgagee.
3. Mortgagor shall make all payments and perform all other covenants, agreements and obligations set forth in the Supply Agreement, including, but not limited to, all obligations under the agreements assigned to Mortgagor under Article II.G. of the Supply Agreement.
4. Mortgagor shall maintain the real estate described herein in good condition and keep all improvements in good repair, and shall not commit any waste of the real estate.
5. Mortgagor shall not use the real estate described herein or permit the real estate described herein to be used for any unlawful purpose or purposes that will injure the reputation of the same or depreciate the value thereof; Mortgagor shall comply with all federal, state and local laws, regulations, and ordinances applicable to the use, ownership, possession and occupation of the real estate described herein.

Dated this 23 day of August, 2006.

Sultan A. Gilani

Gulbanu S. Gilani

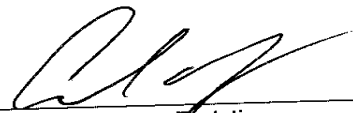
UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sultan A. Gilani & Gulbana S. Gilani and acknowledged the execution of the foregoing Mortgage.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, this 23rd day of August, 2006.



Notary Public

Printed Name: Ariel Rivera Sr.

Commission Expires: 04/24/2014

County of Residence: Porter



This instrument prepared by Thomas Collins Sr., a duly authorized corporate officer of Luke Oil Co., Inc., P.O. Box 96, Hobart, Indiana 46342.

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PROMISSORY NOTE (SECURED BY REAL ESTATE MORTGAGE)

Hobart, Indiana

Principal Amount: \$150,000

Date: August 23, 2006

Annual Interest Rate: 9%

The undersigned promises to pay to the order of **LUKE OIL CO., INC., an Indiana corporation**, the principal sum stated above with annual interest at the rate stated above, said principal and interest to be payable in weekly installments of \$ 600.⁰⁰ via Electronic Funds Transfer (EFT) initiated by Luke Oil Company, Inc., commencing on November 15, 2006. Additionally all rebates earned under the Rebate Agreement and made a part of the Motor Fuels Supply and Security Agreement dated August 8, 2006 shall be applied toward the payment of the loan.

The annual interest rate set forth above shall apply during any period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation, but with interest at the rate of eighteen percent (18%) per annum computed monthly during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed, all without relief from valuation and appraisement laws, and with attorney's fees. Failure on the part of any holder to collect the additional interest rate during any delinquency or default shall at no time constitute a waiver of his right, or any other holder's right, to demand and receive interest as provided herein.

Installment payments hereinabove shall be applied first to the payment of any unpaid interest, secondly to the unpaid balance of any other unpaid debt on account of this obligation, and thirdly the remainder to be applied on the unpaid principal of the debt until the same is paid in full.

Upon default in the payment of any installment or other payment herein required when the same shall become due, the entire unpaid principal, interest and other indebtedness on account of this obligation, at the option of the holder thereof, shall become due and payable immediately without notice of nonpayment or demand for payment, and the entire indebtedness may be collected by appropriate proceedings, with the costs and reasonable fees to be paid by the payor. No failure on the part of the holder of this obligation in exercising said option to declare the whole of said indebtedness due or to proceed to collect the same shall operate as a waiver of the right to do so or preclude the exercise of such option at any time during the continuance of such default or the occurrence of a succeeding default. Advance payment may be made in any amount, without penalty, and interest on such advance payments shall not be charged beyond the next succeeding interest period.

The holder of this obligation may renew the same or extend time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser or guarantor from any liability on said obligation.

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The drawers, sureties, guarantors and endorsers severally waive presentment for payment, protest, notice of protest and non-payment of this Note. The receipt of interest in advance or the extension of time shall not release or discharge any surety, guarantor or endorser on this Note.

This Note and the obligations hereunder are secured by a Real Estate Mortgage of even date herewith encumbering the title to the real estate commonly known as 13830 S. Pulaski Road, Crestwood, IL 60445.

This Note is executed and delivered in connection with that certain Motor Fuels Supply and Security Agreement dated August 8, 2006 (the "Supply Agreement"), between Luke Oil Co., Inc. and Synergy Oil Corporation, Sultan Gilani individually and Gulbanu Gilani individually (collectively referred to as "Dealer").

All sums payable hereunder shall be payable at P.O. Box 96, Hobart, Indiana 46342, or such other place as the holder may direct.

Borrower: Synergy Oil Corporation

By: [Signature]
Its: PRESIDENT.

Borrower: Sultan Gilani, Individually

Signature: [Signature]
Address: 6341 N. Leavitt
Chicago, ILL 60659
Telephone: 773-973-2234
Social Security #: 342-78-6783

Borrower: Gulbanu Gilani, Individually

Signature: [Signature]
Address: 6341 - N. Leavitt
Chicago, ILL 60659
Telephone: 773-973-2234
Social Security #: 343-70-6606

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ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) SS:

The foregoing instrument was acknowledged before me this 23rd day of August, 2006 by Sultan A. Gilani & Gulbana S. Gilani, on behalf of Synergy Oil Corporation, an Illinois corporation.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, this 23rd day of August, 2006.

[Signature]
Notary Public

Printed Name: Ariel Rivera Jr.

Commission Expires: 04/24/2014

County of Residence: Porter

Ariel Rivera Jr
Notary Public Seal State of Indiana
Porter County
My Commission Expires 04/24/2014

This instrument prepared by Tom Collins Sr., a duly authorized corporate officer of Luke Oil Co., Inc., P.O. Box 96, Hobart, Indiana 46342.

28	03	204	006		25	13034
AREA	SUB-AREA	BLOCK	PARCEL	UNIT	WARRANT	DATE

UNOFFICIAL COPY

204 006

204 006

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME
25

AREA SUB-AREA BLOCK PARCEL UNIT
 28- 03- 204- 006

TAX CODE
13034

SEC.	TOWN	RANGE	LOT	SUB-LOT	LOT	BLOCK
13	36	13				

COM AT ELY LN TOLL RD AND S/L E $\frac{1}{2}$ NE $\frac{1}{4}$
 TH NWLY ALG SD ELY LN 23.67FT TO POB TH N 66deg
 08'36" E 69.08FT TO W/L CARWFORD AVE AS WID PER
 COND CASE #80L9404 TH NLY ALG SD W/L 454.95FT TH
 N 39deg 33'12" W 13.54FT TO PNT ON SLY LN MIDLOTHIAN
 TURNPIKE AS WID PER COND CASE #80L9404 TH SWLY ALG
 SD SLY LN 165.29FT TH S 19deg 10'39" E 32FT TH S 70
 deg 49'21" W 65.96FT TO E/L TOLL RD TH SLY ALG SD E/L
 TO POB E $\frac{1}{2}$ NE $\frac{1}{4}$

PRYOR 306113

Property of Cook County Clerk's Office

Exhibit A