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Mail this instrument to:
Bhart K. Thakkar
341 Jennifer Ln., Roselle, Ill 60172

Doc#: 0727749106 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/04/2007 01:51 PM Pg: 1 of 5

MORTGAGE

This mortgage is made on December 13, 2006, between Mosa & Son Builders, Inc., an Illinois corporation ("Mortgagor"), having its principal place of business at 724 W. 543 Lake Street, Roselle, Ill 60172, and Bharat K. Thakkar, (Mortgagee") of 341 Jennifer Ln., Roselle, Ill 60172.

Mortgagors mortgage and warrant to Mortgagee, Mortgagee's heirs, successors and assigns, the land and the improvements thereon located in Chicago, Cook County, Illinois, legally described as:

"SEE ATTACHED LEGAL DESCRIPTION"

Property Index Number: 14-17-203-012-0000

Commonly known as 1014-36 W. Leland Avenue, Unit 1018-2W, in the Leland-Kenmore Condominiums located in Chicago, Illinois, together with the improvements and appurtenances belonging to that land, and the rents, issues, and profits derived from them, and all fixtures now or later attached to or used in connection with the premises described herein.

To secure the performance of the covenants contained here and the payment of the principal sum of \$200,000.00, payable according to the terms of a certain promissory note bearing the same date as this mortgage, executed and delivered by mortgagor to mortgagee as follows: all net proceeds from the sale of the condominium unit 1018-2W in the Leland-Kenmore Condominiums located at 1014-36 W. Leland Avenue, Chicago, Illinois, until the said principal is paid in full.

And mortgagor covenant with mortgagee, while this mortgage remains in force, as follows:

SECTION I.

PAYMENT OF PRINCIPAL AND INTEREST

To pay the indebtedness and the interest on it in the time and in the manner provided above.

SECTION II.

TAXES AND ASSESSMENTS

To pay all taxes, assessments, water rates, and other charges that may be levied or assessed on or against the premises when they become due and payable, and also to pay when due any taxes on the interest or estate in the lands created or represented by this mortgage, or by the indebtedness, whether levied against Mortgagor or otherwise. To immediately pay off any lien having or that

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may have precedence over this mortgage, except as stated here, and to keep all the improvements erected and to be erected on the premises continually intact and in good order and repair, and to pay for all repairs and improvements promptly and to commit or suffer no waste of the premises, and to permit or to suffer no unlawful use.

SECTION III.

HAZARD INSURANCE

To keep the buildings and equipment on the premises insured against loss or damage by fire for the benefit of, with loss payable to, and in manner and amount approved by, and to deliver the policies as issued to Mortgagee with the premiums for those policies paid in full.

SECTION IV.

FAILURE TO PAY CHARGES

If default is made in the payment of taxes, assessments, water rates, liens, insurance, or other charges on the premises, or any part of them, Mortgagee may at its option make payment on those and the amount so paid, with interest on that amount at the same rate as provided for the principal indebtedness from that date of such payment, which payment will be impressed as an additional lien on the premises, and will be added to and become part of the indebtedness secured here, and will become immediately due and payable; and in case of the payment of taxes, assessments, water rates, liens, insurance, or other charges on the premises by mortgagee as provided above, the receipt or receipts of the proper officer or person for such payment in the hands of mortgagee will be conclusive evidence of the validity and amount of items so paid by mortgagee.

SECTION V.

ACCELERATION

If default is made in the payment of the principal sum or interest or any other sum secured here or any part of it, in the payment of taxes, assessments, water rates, liens, insurance, or other charges on the premises or any part of them, or in the performance of any of the covenants and agreements contained here, the entire indebtedness secured here remaining unpaid will at once become due and collectible, if Mortgagee so elects, and without notice of that election.

SECTION VI.

SUCCESSOR IN INTEREST

In the event the ownership of the mortgaged premises or any part of them becomes vested in a person other than Mortgagors, Mortgagee may deal with such successor or successors in interest with reference to this mortgage and the debt secured here in the same manner as with Mortgagor, without in any manner vitiating or discharging mortgagor's liability under this mortgage or the debt secured here.

SECTION VII.

SALE OF PROPERTY

Power is granted here by Mortgagors to Mortgagee, if default is made in the payment of the indebtedness, interest, taxes, assessments, water rates, liens, or insurance premiums, or any part

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of them, at the time and in the manner agreed here, to grant, bargain, sell, release, and convey the premises with the appurtenances at public auction and to execute and deliver to the purchaser or purchasers at such sale, deeds of conveyance, good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds to retain all sums due hereon, the costs and charges of the sale, and the attorney fees provided by law, returning the surplus money, if any, to mortgagor or mortgagor's heirs and assigns, and such sale or a sale pursuant to a decree in chancery for the foreclosure hereof may at the option of mortgagee be made en masse.

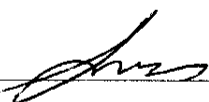
SECTION VIII.

BINDING EFFECT

The covenants in this mortgage bind and the benefits and advantages inure to the respective heirs, assigns, and successors of the parties.

Signed by Mortgagor the day and year first above written.

Mosa & Son Builders, Inc.

By 
Sunil Mosa, its president

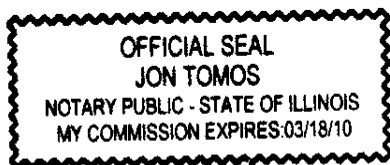
State of Illinois)

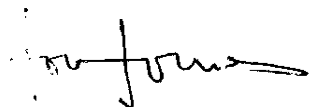
) ss

County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sunil Mosa, the president of the Mosa & Son Builders, Inc., personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13th day of December, 2006.




Notary Public

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT NO. 1018-2~~W~~ IN THE LELAND-KENMORE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOT 89 IN WILLIAM DEERING SURREN DEN SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0634615004 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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INSTALLMENT NOTE

\$200,000.00

December 13, 2006

FOR VALUE RECEIVED, **Mosa & Son Builders, Inc.**, having its principal place office at 24 W. 543 Lake Street, Roselle, Illinois 60172, promises to pay to the order of **Bharat K. Thakkar**, the principal sum of Two Hundred Thousand and No/100 (200,000.00) Dollars in one installment due November 30, 2007.

The said installment of principal shall bear interest of 8% per annum and the payment shall be made at 341 Jennifer Lane, Roselle, Illinois 60172, or any other the place the legal holders of this note may appoint.

The payment of this note is secured by the junior mortgage bearing even date herewith, to Bharat K. Thakkar, on the real estate situated at 1014-36 W. Leland avenue, Unit 1018-2W, Chicago, Illinois, and it is agreed that in case of default in the payment of principal when due in accordance with the terms hereof, without notice, the principal sum remaining unpaid hereon, together with the accrued interest thereon, if any, shall become at once due and payable at the place of payment aforesaid.

To secure the payment of said amount, the undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court any time after default occurs and confess a judgment, without process, in favor of the holder or holders of this note, for such amount as may appear to be unpaid thereon, together with reasonable costs of collection, including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

If this instrument is signed by more than one person, all obligations and authorizations hereunder shall be joint and several. All parties hereto severally waive presentment for payment, notice of dishonor and protest.

Mosa & Son Builders, Inc.

By 
Sumit Mosa, president