



Doc#: 1011944067 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/29/2010 11:41 AM Pg: 1 of 4

After Recording Return To:

Peter G. Karahalios  
Attorney at Law  
23 Polo Drive  
South Barrington, Illinois 60010

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## MORTGAGE

1. This Mortgage is given by FIRST CHOICE GAS II, INC. ("Borrower"), whose address is 15857 S Crawford Ave, Markham, IL, 60428, to ON YOUR WAY GAS, GROCERIES & MORE, L.L.C. ("Lender"), to secure the payment of the principal sum of One Hundred Eighteen Thousand five hundred fifty and 36/100 Dollars (\$118550.36) together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.
2. In consideration of the loan made by Lender to Borrower, the Borrower does hereby grant and convey to Lender, with mortgage covenants, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, having a street address of 2700 W 147<sup>th</sup> St, City of Posen, County of Cook, State of Illinois 60469, and more particularly described as follows:

[See Attached]

3. Borrower further covenants and agrees that:
  - a. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.
  - b. In the event that the holder of a senior mortgage does not establish a fund for the payment of insurance, property taxes, and any other such charges which may or may not become a lien against the property, when they become due, Borrower will be required to pay, in addition to and included with each periodic payment due under the Note secured by this Mortgage, a payment sufficient to provide a fund from which the same can be paid by Lender when due.
  - c. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
  - d. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.
  - e. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the

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option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

- f. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.
- g. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.
- h. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.
- i. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.
- j. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple, that Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

- 4. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 5. Borrower waives all right of valuation and appraisalment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
 \_\_\_\_\_ (Seal)  
 First Choice Gas II, Inc.

\_\_\_\_\_ [Space Below This Line For Acknowledgment] \_\_\_\_\_

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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

BEFORE ME, a Notary Public in and for said County and State, personally appeared MAZHAR R BHATTI, who acknowledged the execution of the foregoing Mortgage.

WITNESS my hand and Notarial Seal this 27<sup>th</sup> day of April, 2010.

*Erin E. Arnoux*

Notary Public  
Printed: Erin E Arnoux  
Cook Resident of  
County

My Commission Expires:  
1/23/12

This document prepared by : ZMA LEGAL

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Zaki M. Anarwala, Esq.



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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO. : 1409 ST5115496 ZNC

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

LOT 18 (EXCEPT THE SOUTH 5 FEET THEREOF) IN BIRK'S SUBDIVISION OF LOT 36 IN ROBERTSON AND YOUNG'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1956 AS DOCUMENT NO. 16557858, IN COOK COUNTY, ILLINOIS.

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