

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1425829028 Fee: \$60.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/15/2014 11:53 AM Pg: 1 of 12

11288412 3/2  
Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 28-14-424-037-0000

**Address:**

**Street:** 3546 W. 159th St.

**Street line 2:**

**City:** Markham

**State:** IL

**ZIP Code:** 60428

**Lender:** First National Bank of Brookfield

**Borrower:** Mainway Petroleum, Inc.

**Loan / Mortgage Amount:** \$500,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** F7E600AA-53A9-4275-BFEC-496CC87F9EF3

**Execution date:** 12/29/2011

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**THIS INSTRUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:**

Robert L. Dawidiuk  
The Collins Law Firm P.C.  
1770 Park Street, Suite 200  
Naperville, IL 60563

**MORTGAGE**

**MAXIMUM LIEN.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including interest and sums advanced to protect the security of the Mortgage, exceed \$500,000.00.

**THIS MORTGAGE**, ("Mortgage") is made as of the 29<sup>th</sup> day of December, 2011 by Mainway Petroleum, Inc., as sole owner of the Property, with a mailing address of 3546 W. 159<sup>th</sup> St., Markham, Illinois 60428 ("Borrower") to and in favor of **FIRST NATIONAL BANK OF BROOKFIELD** ("Lender"), having its principal office at 9136 Washington Ave., Brookfield, Illinois 60513.

**WHEREAS**, the Borrower is indebted to Lender in the principal sum of \$500,000.00 (Five Hundred Thousand and 00/100 Dollars) (the "Indebtedness"), which Indebtedness is evidenced by Borrower' Promissory Note dated December 29, 2011 ("Note") providing solely for repayment of principal and interest as set forth in the Note, subject to a Maturity Date of December 31, 2016 (the "Maturity Date").

**TO SECURE** to Lender the repayment of the indebtedness evidenced by the Note, and also in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is acknowledged, Borrower does hereby convey, grant, mortgage and warrant to Lender the real estate ("Real Estate") commonly known as 3546 W. 159<sup>th</sup> St., Markham, Illinois 60428, more fully described as follows:

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LOTS 19, 20, 21, 22, 23 AND 24 IN BLOCK 2 IN CROISSANT PART MARKHAM NINTH ADDITION BEING A SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 28-14-424-034; 28-14-424-035; 28-14-424-036;  
28-14-424-037; 28-14-424-038; 28-14-424-039

**TOGETHER WITH** all buildings, structures, improvements, fixtures, easements, appurtenances thereunto belonging, title or reversion in any parcels, strips, streets and alleys adjoining the Real Estate, any land or vaults lying within any street, thoroughfare or alley adjoining the Real Estate, and any privileges, licenses, and franchises pertaining thereunto, all of the foregoing now or hereafter acquired, (All of the foregoing, together with the Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property").

To have and to hold the Property unto the Lender, for the purposes and uses set forth herein, free from all rights and benefits under any Homestead Exemption laws of the state in which the Property is located, which rights and benefits Borrower does hereby expressly release and waive.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Borrower's obligations under this Mortgage.

2. **Funds for Taxes and Insurance.** Borrower shall pay to Lender on the day Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Paragraph 6. These items are called "Escrow Items."

3. **Application of Payments.** Unless prohibited by applicable law, all payments received by Lender under this Mortgage and the Note shall be applied by Lender to reduce the principal amount of the Note prior to the Maturity Date.

4. **Taxes and Assessments.** Borrower shall pay or cause to be paid when due all Impositions and water, sewer and other charges, fines and Impositions attributable to the Property and leasehold payments, if any, and all other sums due under any ground lease attributable to the Property. Borrower shall provide evidence satisfactory to Lender of compliance with these requirements promptly after the respective due dates for payment. Borrower shall pay, in full, but under protest in the manner provided by Statute, any tax or assessment Borrower desires to contest. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Paragraph 2.

Borrower shall promptly discharge any lien which has priority over this Mortgage unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner

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acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defend against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Paragraph 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Due on Sale.** The entire principal sum secured by this Mortgage, plus accrued interest, shall become immediately due and payable upon the sale or transfer of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of the Property or any right, title or interest in the Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Estate, or by any method of conveyance of an interest in the Real Estate. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law. The Borrower is required to give the Lender written notice of any pending sale or transfer within 5 days of the date of acceptance of the contract and no later than 15 days prior to the closing of the sale or transfer.

6. **Insurance; Application of Proceeds.** Borrower shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Borrower shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) day' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. Should the Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Borrower agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Borrower shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Borrower fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property,

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or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Borrower shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration if Borrower is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Borrower as Borrower's interests may appear.

7. **Use, Preservation and Maintenance of Property.** Borrower shall keep the Property in good condition and repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall not store, treat or dispose of Hazardous Substances, as defined below, nor permit the same to exist or be stored, treated or disposed of, from or upon the Property. Borrower shall promptly restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or destroyed. Borrower shall comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Property, including all environmental, health and safety laws and regulations, and shall make no material alterations in the Property, except as required by law, without the prior written consent of Lender. Borrower shall not grant or permit any easements, licenses, covenants or declarations of use against the Property.

As used in this Paragraph 7: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall promptly give Lender written notice of (a) 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 Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

8. **Protection of Lender's Security.** If Borrower fails to perform any of the covenants and agreements contained in this Mortgage or the Note, or if any action or proceeding is threatened or commenced which materially adversely affects Lender's interest in the Property, then



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Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as it deems expedient or necessary to protect Lender's interest, including: (i) making repairs; (ii) discharging Prior Encumbrances in full or part; (iii) paying, settling, or discharging tax liens, mechanics' or other liens, paying ground rents (if any); (iv) procuring insurance; and (v) renting, operating and managing the Property and paying operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Property shall be operational and usable for its intended purposes.

Lender, in making payments of Impositions and assessments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity thereof.

Any amounts disbursed by Lender pursuant to this Paragraph 8 shall be added to the Indebtedness. Nothing contained in this Paragraph 8 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of this Paragraph 8.

9. **Condemnation; Abandonment.** In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds therefrom shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Mortgage immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Mortgage. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this

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Mortgage. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Paragraphs 1 and 2.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Mortgage but does not execute the Note (a "co-signer"): (a) is co-signing this Mortgage only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Mortgage in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Mortgage. Borrower shall not be released from Borrower's obligations and liability under this Mortgage unless Lender agrees to such release in writing. The covenants and agreements of this Mortgage shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

12. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 12, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not natural persons and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 13 within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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13. **Notice.** Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be given by hand delivery, by nationally recognized overnight courier service or by certified mail, return receipt requested. Notices shall be given to Borrower at the address provided below and to Lender's address stated above. Copies of notices to Lender shall be sent to Robert L. Dawidiuk, The Collins Law Firm, 1770 N. Park Street, Suite 200, Naperville, Illinois 60563. Notices shall be deemed to have been given and effective on the date of delivery if hand-delivered, the next business day after delivery to the nationally recognized overnight courier service if by such courier service, or two (2) business days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are given by notice as provided herein. Notices to Borrower shall be sent to:

If to Borrower: Mainway Petroleum, Inc.  
3546 W. 159<sup>th</sup> St.  
Mankato, IL 60428

with a copy to: FADI Y. RAFATI, Esq. 22 W. Washington St  
Chicago, IL 60602

15<sup>th</sup>  
Floor

14. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located, the State of Illinois. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage, or the Note, conflicts with applicable law, or is adjudicated to be invalid or unenforceable, same shall not affect other provisions of this Mortgage and the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the are declared to be severable and the validity or enforceability of the remainder of the document in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

## 15. Default and Remedies.

a. **Events of Default.** The Borrower hereby acknowledges and agrees that they will be in default if any one or more of the following occur: (1) failure to make any payment when due under the Indebtedness; (2) failure to make any payments for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien; (3) Borrower breaking any promise made to Lender or failing to strictly perform any obligation under any agreement with Lender; (4) the Borrower making or furnishing any false representation or statement to Lender under this Mortgage; (5) the Mortgage ceasing to be in full force and effect at any time and for any reason; (6) the insolvency of the Borrower, the appointment of a receiver for any part of the Property, any assignment for the benefit of creditors, or any commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower; (7) the breach by Borrower of any other agreement between Borrower and Lender that is not remedied within the grace period allowed; (8) any of the preceding events occurring with respect to any guarantor, endorser, surety or accommodation party of any of the Indebtedness, or any death or incompetence of the same; and (9) Lender's good faith belief that it is insecure.



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b. **Remedies.** If the Borrower is found to be in default of any Event of Default listed in the preceding paragraph, the Lender has, but is not limited to the following rights and remedies:

(1) **Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

(2) **Collect Rents.** Lender shall have the right, without notice to Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Borrower irrevocably designates Lender as Borrower's attorney-in-fact to endorse instruments received in payment thereof in the name of Borrower and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

(3) **Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure and sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

(4) **Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

(5) **Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

(6) **Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

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(7) **Sale of the Property.** To the extent permitted by applicable law, Borrower hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

(8) **Notice of Sale.** Lender will give Borrower reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

(9) **Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Borrower's obligations under this Mortgage, after Borrower's failure to do so, that decision by Lender will not affect Lender's right to declare Borrower in default and to exercise Lender's remedies.

(10) **Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

16. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Paragraph

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15(b) of this Mortgage; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Mortgage; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Mortgage, and Borrower's obligation to pay the sums secured by this Mortgage, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Mortgage and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this Paragraph does not apply to Acceleration pursuant to Paragraph 13 of this Mortgage.

17. **Interpretation.** This Mortgage shall be governed by laws of the State of Illinois. Further, each party hereby irrevocably and unconditionally waives, to the fullest extent they may legally and effectively do so, any objection to which it may now or hereafter have to the laying of venue or inconvenient forum of any suit, action or proceeding arising out of or relating to this Agreement for Cook County, Illinois as proper venue. The headings of paragraphs in this Mortgage are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions. The use of singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable, where the context so requires. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included. Time is of the essence of the payment and performance of this Mortgage.

**IN WITNESS WHEREOF**, Borrower has executed this Mortgage as of the date and year first above written.

Witnesses:

MAINWAY PETROLEUM, INC.

\_\_\_\_\_  
(Seal)

By:  \_\_\_\_\_

Its: President \_\_\_\_\_

STATE OF ILLINOIS            )

