

# UNOFFICIAL COPY



1525318074

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

**Doc#:** 1525318074 **Fee:** \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/10/2015 03:17 PM Pg: 1 of 5

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as:

**PIN:** 29-09-210-023-0000

**Address:**

**Street:** 44 E. Sibley Blvd.

**Street line 2:**

**City:** Dolton

**State:** IL

**ZIP Code:** 60419

**Lender:** U.S. Venture, Inc.

**Borrower:** Dolton Gasmart, Inc.

**Loan / Mortgage Amount:** \$175,000.00

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:** FF88C773-957D-446E-AB6C-36AA62252CFC

**Execution date:** 7/27/2015

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After recording return to:

U.S. Venture, Inc.  
 Attention: Legal Dept. (DJP)  
 425 Better Way  
 Appleton, WI 54915

**MORTGAGE**

**Dolton Gas Mart, Inc., an Illinois corporation ("Mortgagor") mortgages to U.S. Venture, Inc., a Wisconsin corporation ("Mortgagee"), to secure indebtedness of up to One Hundred Seventy-Five Thousand Dollars (\$175,000.00), arising under and evidenced by the U.S. Oil Retail Supply Agreement (the "Agreement"), and any extensions, renewals, and/or modifications of the Agreement, and specifically including any debts or obligations arising out of credit or monies extended by U.S. Venture, Inc. to any person or entity conducting business on the Property with the permission of the Mortgagor, and refinancing of any such indebtedness on any terms whatsoever (including increases in principal and/or interest) and the payment of all other sums, with interest, advanced to protect the security of this Mortgage, the following property, together with the rents, profits, fixtures, and other appurtenant interests (all called "Property"), in Cook County, State of Illinois:**

See attached Exhibit A for Legal Description

This *is not* homestead property. This is a purchase money mortgage.

Mortgagor warrants title to the Property except for restrictions and easements of record, if any.

The maturity date of the obligations of Mortgagor under the Agreement is July 31, 2025.

Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagor's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

Mortgagor shall keep the improvements on the Property insured against any loss or damage occasioned by fire, extended coverage perils, and such other hazards as Mortgagee may require, through insurers approved by Mortgagee in such amounts as Mortgagee shall require, but Mortgagee shall not require coverage in an amount more than the balance of the indebtedness without co-insurance, and Mortgagor shall pay the premium when due. The policies shall contain the standard mortgage clause in favor of Mortgagee and, unless Mortgagee otherwise agrees in writing, the original of all policies covering the property shall be deposited with Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Mortgagee deems the restoration or repair to be economically feasible.

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Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from liens superior to the lien of this Mortgage, and to comply with all laws, ordinances, and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage, and any failure to do so shall constitute a default under this Mortgage.

Mortgagor agrees that time is of the essence with respect to payment of the indebtedness when due and in the performance of any of the covenants and promises of the Mortgagor contained herein and in the performance of any of the covenants and promises of Mortgagor contained in the Agreement secured hereby. In the event of default, Mortgagee may, at its option and subject to the notice provisions of this Mortgage, declare the whole amount of the unpaid indebtedness due and payable and collect it in a suit at law or by foreclosure of this Mortgage by action or advertisement or by exercise of any other remedy available at law or equity, and Mortgagee may sell the Property at public sale and give deeds of conveyance to the purchasers pursuant to the statutes.

Unless otherwise provided in the Agreement secured by this Mortgage, prior to any acceleration (other than under the last paragraph of this Mortgage), Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than fifteen (15) days from the date the notice is mailed to Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

In case of default, whether stated or not, all costs and expenses, including reasonable attorneys' fees and expenses of title evidence to the extent not prohibited by law, shall be added to the indebtedness, become due as incurred, and in the event of foreclosure, be included in the judgment.

Mortgagor agrees to any provisions of Illinois law, as may apply to the Property and as may be amended, permitting Mortgagee, in the event of foreclosure, to waive the right to judgment for deficiency and to hold the foreclosure sale within the time provided in such applicable law.

Unless a Mortgagor is obligated under the Agreement secured by this Mortgage, the Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property, during the pendency of such an action, and such rents, issues, and profits when so collected, shall be held and applied as the court shall direct.

Mortgagee may waive any default without waiver of any other subsequent or prior default by Mortgagor.

In the event of any default by Mortgagor of any kind under this Mortgage or under the Agreement secured by this Mortgage, Mortgagee may cure the default, and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest and shall constitute a lien upon the Property.

Mortgagor shall not transfer, sell, or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease, or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property subordinate to the lien of this Mortgage. The entire indebtedness under the Agreement secured

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by this Mortgage shall become due and payable in full, at the option of Mortgagee, without notice, upon any transfer, sale, or conveyance made in violation of this paragraph.

Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues, and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control, following any default under this Mortgage or the Agreement secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

Dated this 20<sup>TH</sup> day of July, 2015.

DOLTON GASMART, INC.

By: *Chacko Thomas*  
Chacko Thomas, President

By: *Shibu Augustine*  
Shibu Augustine, Secretary

### ACKNOWLEDGMENT

STATE OF ILLINOIS )  
Cook COUNTY ) ss.

Personally came before me this 20<sup>TH</sup> day of July, 2015, the above-named Shibu Augustine and Renju Ginson, the President and Secretary, respectively, of Dolton Gasmart, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

*Charlene E. Zielwiski*  
Notary Public, State of Illinois  
My commission expires: 09-08-15

This instrument was drafted by:  
Daniel J. Posanski, Esq.  
425 Better Way  
Appleton, WI 54915



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## EXHIBIT "A"

Lots 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Block 7 in Avalon addition, being a subdivision of the North ½ of Lot 1, North ½ of Lot 2, South ½ of Lot 1 and 3 (except the north 20 acres) in Verhoevens subdivision of part of the Northeast ¼ of Section 9, Township 36 North, Range 14, east of the 3rd principal Meridian, Cook County, Illinois.

44 E. Sibley Blvd  
Dolton, IL 60419

PIN #: 29-09-210-023-0000  
29-09-210-024-0000  
29-09-210-025-0000  
29-09-210-026-0000  
29-09-210-027-0000  
29-09-210-028-0000  
29-09-210-029-0000  
29-09-210-030-0000  
29-09-210-031-0000  
29-09-210-032-0000

Property of Cook County Clerk's Office