

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Doc#: 1634747453 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/12/2016 11:43 AM Pg: 1 of 6

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 Express Mart 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: 24768B11-25D1-4678-AAF8-94B48389FE1D

Execution date: 12/8/2016

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After recording return to:

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

MORTGAGE

Dolton Express Mart Inc., an Illinois corporation ("Mortgagor") mortgages to U.S. Venture, Inc., a Wisconsin corporation ("Mortgagee"), to secure indebtedness of Mortgagor to Mortgagee up to One Hundred and Seventy-Five Thousand Dollars (\$175,000.00), arising under and evidenced by the U.S. Oil Retailer Supply Agreement between Mortgagor and Mortgagee dated November 11, 2013 (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:

Lots 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Block 7 in Avalon addition, being a subdivision of the North 1/2 of Lot 1, North 1/2 of Lot 2 South 1/2 of Lot 1 and Lot 3 (except the north 20 acres) in Verhoevens subdivision or part of the Northeast 1/4 of Section 9, Township 36 North, Range 14, east of the third principal Meridian, in Cook County, Illinois.

Property Address: 44 E. Sibley Blvd., Dolton, Illinois, 50419

PINS: 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

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

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Mortgagor warrants title to the Property except for restrictions and easements of record, if any, and the Permitted Liens identified on Exhibit A hereto.

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.

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 (with the exception of the Permitted Liens identified on Exhibit A), 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 the performance of any of the covenants and promises of Mortgagor contained in the Agreement secured hereby. In the event of any default of the Mortgagor under this Mortgage and/or of the Mortgagor under the Agreement, 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 abated 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.

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Unless the 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 of the Mortgagor 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 by Mortgagor of any kind 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 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 by Mortgagor under this Mortgage or any default by Mortgagor under 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 Mortgagor's lack of possession of the Property.

Dated this 18 day of November, 2016.

DOLTON EXPRESS MART INC.

By: [Signature]
Santhi Jaison, its Duly-Authorized Representative

By: [Signature]
Shaju Joseph, its Duly-Authorized Representative

ACKNOWLEDGMENT

STATE OF ILLINOIS)
Cook COUNTY) ss.

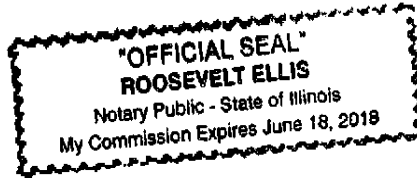
Personally came before me this 18 day of November, 2016, the above-named Santhi Jaison and Shaju Joseph, the duly-authorized representatives of Dolton Express Mart Inc., to me

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known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Illinois
My commission expires: 6-18-18



This instrument was drafted by:
Elyse Molner Stackhouse, Esq.
425 Better Way
Appleton, WI 54915

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EXHIBIT A
PERMITTED LIENS

None

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