

UNOFFICIAL COPY

MORTGAGE
ILLINOIS

94597684
94597684

On this day February 1, 1994.

JOSEPH MANDARINO,
(Hereinafter called "Mortgagor" or "Debtor"), for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to
KELLY MANDARINO,
(hereinafter called "Mortgagee") a Mortgage in and to the following described real estate, buildings thereon, improvements thereon, described as follows:

PARCEL 1: A PARCEL OF LAND BEING A PART OF LOT 4 IN BLOCK 2 OF FRANKLIN FARMS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 AND THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE EXCEPT THAT PART TAKEN FOR RAILROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTH 300 FEET OF THE NORTH 468.66 FEET OF SAID LOT 4, A DISTANCE OF 13.21 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 300 FEET OF THE NORTH 468.66 FEET OF SAID LOT 4, A DISTANCE OF 3.21 FEET TO A POINT 10.00 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION; THENCE NORTH ALONG A LINE 10.00 FEET WEST AND PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE A DISTANCE OF 74.18 FEET TO A POINT OF TANGENCY THENCE SOUTHWESTERLY ALONG AN ARC OF A CIRCLE CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 183.18 FEET A DISTANCE OF 34.37 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS ALSO:

PARCEL 2: THE NORTH 234 FEET OF THE SOUTH 300 FEET OF THE NORTH 468.66 FEET OF THAT PART OF LOT 4 IN BLOCK 2 IN FRANKLIN FARMS BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 AND THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF INDIAN BOUNDARY LINE (EXCEPT THAT PART TAKEN FOR RAILROAD) LYING EAST OF THE EAST LINE OF 17TH AVE. BEING A LINE 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4 AND LYING WEST OF A LINE 10 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINES OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 34 IN COOK COUNTY ILLINOIS.

PROPERTY ADDRESS: 2001 North 17th Avenue., Melrose Park, IL 60160
PERMANENT INDEX NUMBER: 12-34-400-022-0000

to secure payment of the following obligations of Mortgagor/Debtor to Mortgagee (all hereinafter called the "Obligations"):

(i) Indebtedness of Debtor to Mortgagee in the sum of \$30,000.00 evidenced by Debtor's promissory note of February 1, 1994, herewith in said amount payable to the order of Mortgagee as therein specified, together with interest thereon as provided in said promissory notes and any renewals or extensions thereof, plus all costs of collection, legal expenses and attorneys' fees incurred by Mortgagee upon the occurrence of a default under this agreement, in collecting or enforcing payment of such indebtedness, or in preserving, protecting or realized on the Collateral herein;

(ii) Any note or notes executed and delivered to Mortgagee by Debtor at any time before the entire indebtedness and all liabilities secured hereby shall paid in full, evidencing a refinancing of an unpaid balance of any of the notes above described;

(iii) Any and all liabilities of Debtor to Mortgagee arising under this agreement.

Debtor hereby warrants and covenants that the name of a record owner is Joseph Mandarino. Title to the above-described real estate is Recorded in the Recorder's office. Debtor will on demand of Mortgagee furnish the latter with a writing signed by all owners and encumbrances of the real estate consenting to the security interest under this agreement or disclaiming any interest in the collateral as fixtures and Debtor will promptly notify Mortgagee in writing of any such persons. The Collateral will be affixed only to real estate described herein and will not be affixed to any other real estate so as to become fixtures on such other real estate without the prior written consent of the Mortgagee.

The additional provisions set forth on the reverse side hereof incorporated herein by reference and made a part of this agreement.

Signed in duplicate and delivered on the day and year first above written.

(Mortgagee's Signature not required)

Kelly Mandarino
Kelly Mandarino

Joseph Mandarino
Joseph Mandarino

By _____

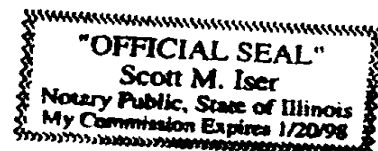
By _____

2350 BANK

Subscribed and sworn before me this 6th day of July, 1994.

Scott M. Iser
Notary Public

My commission expires 1-20, 1998.



SEPT-01 RECORDING
147777 TRAN 4818 07/08/94 14:10:00
\$5916 = DJJ * - 94 - 597684
COOK COUNTY RECORDER
\$23.50

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ADDITIONAL PROVISIONS

Further Warranties and Covenants of Debtor. Debtor hereby warrants and covenants that -

(a) Except for the security interest granted hereby Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance, and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office. The Debtor shall immediately notify the Mortgagee in writing of any change in name, address, identity or corporate structure from that shown in this Agreement and shall also upon demand furnish to the Mortgagee such further information and shall execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to the Mortgagee and shall do all such acts and things as Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Obligations, subject to no adverse liens or encumbrances and Debtor will pay the cost of filing the same or filing or recording this agreement in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable. A carbon, photographic or other reproduction of this agreement is sufficient as a financing statement.

(c) Debtor will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of Mortgagee.

(d) Debtor shall keep the Collateral at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as Mortgagee may reasonably require, including collision in the case of any motor vehicles, all in such amounts, under such terms of policies, upon such terms, for such periods and written by such companies or underwriters as Mortgagee may approve, losses in all cases to be payable to Mortgagee and Debtor as their interests may appear. All policies of insurance shall provide for at least ten days' prior written notice of cancellation to Mortgagee. Debtor shall furnish Mortgagee with certificates of such insurance or other evidence satisfactory to Mortgagee as to compliance with the provisions of this paragraph. Mortgagee may act as attorney for Debtor in making, adjusting and settling claims under and canceling such insurance and endorsing Debtor's name on any drafts drawn by insurers of the Collateral.

(e) Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon. Mortgagee may examine and inspect the Collateral at any reasonable time or times, wherever located.

(f) Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement or upon any title or notes evidencing the Obligations.

Additional Rights of Parties. At its option, Mortgagee may discharge taxes, liens, or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay insurance on the Collateral upon failure by the Debtor, after having been requested to do so, to provide insurance satisfactory to the Mortgagee, and may pay for the maintenance, repair, and preservation of the Collateral. To the extent permitted by applicable law, Debtor agrees to reimburse Mortgagee on demand for any payment made, or any expense incurred by Mortgagee pursuant to the foregoing authorization. Until default Debtor may have possession of the Collateral and use it in any lawful manner inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

Events of Default. Debtor shall be in default under this agreement upon the occurrence of any the following events or conditions, namely: (a) default in the payment or performance of any of the Obligations or any covenants or liabilities contained or referred to herein or in any of the Obligations; (b) any warranty, representation or statement made or furnished to Mortgagee or on behalf of Debtor proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; or (d) death, dissolution, termination of existence, insolvency, bankruptcy, appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by, Debtor.

Remedies. Upon such default (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter (such default not having previously been cured), Mortgagee at its option may declare all Obligations secured hereby immediately due and payable and shall have remedies of a Mortgagee under the Uniform Commercial Code of Illinois, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Debtor can give authority thereto, with or without judicial process, enter (if this can be done without breach of the peace) upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois), and the Mortgagee shall be entitled to hold, maintain, preserve, and prepare the Collateral for sale, until disposed of, or may propose to raise a lien on the Collateral subject to Debtor's right of redemption in satisfaction of the Debtor's Obligations as provided in the Uniform Commercial Code of Illinois. Mortgagee without removal may render the Collateral subject to Debtor's right of redemption in satisfaction of the Debtor's Obligations as provided in the Uniform Commercial Code of Illinois. Mortgagee may require Debtor to assemble the Collateral and make it available to Mortgagee for possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Collateral is perishable and threatens to decay or deteriorate in value or is of a type customarily sold on a recognized market, Mortgagee will give Debtor at least 5 days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed by registered mail, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least five days before the time of the sale or disposition. Secured Party may buy at any public sale and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard practice quotations, he may buy at a private sale. The net proceeds realized upon any such disposition, after deductions for the cost of retaking, holding, preparing for sale or lease, selling, storing and the like and the reasonable attorney's fees and legal expenses incurred by Mortgagee, shall be applied in satisfaction of the Obligations secured hereby. The Mortgagee will account to the Debtor for any surplus realized on such disposition and the Debtor shall remain liable for any deficiency. All rights and remedies under this agreement are subject to applicable bankruptcy law.

The remedies of the Mortgagee hereunder are cumulative and the exercise of any one of the remedies provided for herein or under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of the Mortgagee or any part of the Debtor's Obligations herein unaffected.

General. No waiver by Mortgagee of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of Mortgagee hereunder shall inure to the benefit of its successors and assigns, and all obligations of Debtor shall bind his heirs, executors or administrators or his or its successors or assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several. This agreement shall be effective when it is signed by Debtor.

All rights of the Mortgagee in, to and under this agreement and in and to the Collateral shall pass to and may be exercised by any assignee thereof. The Debtor agrees that if the Mortgagee gives a notice to the Debtor of an assignment of said rights, upon such notice the liability of the Debtor to the assignee shall be immediate and absolute. The Debtor will not set up any claim against the Mortgagee as a defense, counterclaim or set-off to any claim brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that Debtor shall not waive hereby right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidation the remainder of such provision or the remaining provisions of this agreement.

ASSIGNMENT

FOR VALUE RECEIVED, the Mortgagee hereby sells, assigns and transfers to

its successor and assigns, all right, title, and interest in, to and under the foregoing agreement and in and to the Collateral therein described, with authority to take either in its own name or in the name of the Mortgagee, but for its own benefit, all such proceedings, legal or equitable, as the Mortgagee might have taken but for this assignment.

The Mortgagee hereby warrants that the foregoing agreement represents a valid security agreement as provided under the laws of the State of Illinois and the indebtedness shown due in the agreement is correct and remains unpaid to the extent of

and is the valid obligation of the Debtor, that the Debtor is the owner of the Collateral, that his true name is signed to the foregoing agreement, and that all parties to this instrument have legal capacity to contract, that the agreement and all accompanying agreements and other documents submitted herewith are genuine in all respects and what they respectively purport to be, that to the best of the Mortgagee's knowledge all statements of fact contained in the agreement are true, that the description of the property is adequate to enforce the rights created therein; that the Collateral is in satisfactory condition, and clear of any adverse interest therein, that the Mortgagee's security interest is a perfected security interest, that Mortgagee has no knowledge of any facts which would impair validity of the agreement or other accompanying agreements and documents or render them less valuable or valueless, and that he knows of no defense to the payment of the Obligations of the Debtor thereunder, or counterclaim, or set-off.

The Mortgagee hereby waives all demands and notices of default and consents that without notice to Mortgagee, the assignee may extend time to or compound or release, by operation of law or otherwise, any rights against Debtor or any other obligor under said agreement.

The Mortgagee hereby assumes to take any steps necessary to preserve any rights of the assignee or otherwise in the foregoing agreement or any accompanying agreements or documents against prior parties, and the assignee shall not be bound to take any steps to preserve such rights.

The Mortgagee agrees that if any warranty or representation contained in this assignment should prove to be untrue or incorrect in any material respect when made, Mortgagee will upon demand of the assignee, at its election, accept a reassignment of the agreement and pay therefor the amount unpaid thereon, plus costs and expenses including reasonable attorney's fees incurred by the assignee in attempting to enforce the agreement.

Mortgagee

By



Joseph Mandarino
2201 N 17th Ave
Melrose Park, IL
60160

94597784

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PROMISSORY NOTE

\$30,000.00

February 1, 1994

FOR VALUE RECEIVED, Joseph Mandarino the ("Debtor") promises to pay to the order of Kelly Mandarino on Demand, the sum of Thirty thousand and 00/100 DOLLARS (\$30,000.00), with interest at the rate of eight (8) per cent per annum, payable at: 2001 North 17th Avenue, Melrose Park, Illinois 60160.

The Debtor hereby grants a security interest in the following described property (the "Collateral") to secure the payment of this Note:

All assets including, but not limited to all inventory, accounts, accounts receivable, contract rights, documents of title, and general intangibles of Debtor of every description, whether now or hereafter existing or acquired; all chattel paper and instruments, whether now existing or acquired, evidencing any obligation to Debtor for payment for goods sold or leased or services rendered; and in all guarantees and other property securing the payment of or performance under, any accounts, accounts receivable, contract rights, or any such chattel paper or instruments; all equipment, furniture, fixtures, tradename, goodwill (including all licenses and concession rights), phone number, customer list, and leasehold improvements of every description, used or useful in conduct of the Debtor's business, now or hereafter existing or acquired; all accessories, parts and equipment affixed thereto or used in connection therewith; and all products and proceeds of any of the foregoing. Debtor's right to dispose of the foregoing collateral is restricted by the agreement with the Secured Party, except finished inventory intended for sale in the normal course of the Debtor's business. All assets are located at: 14200 South Western Avenue, Posen, IL 60429.

In the event of any default in payment of any of Debtor's obligations hereunder, the Debtor will deliver possession of all Collateral to the payee or holder hereof (the "Secured Party") and the Debtor hereby gives the Secured Party authority to sell, assign, lease or otherwise dispose of the Collateral, or any part thereof, at public or private sale, provided the Secured Party shall give Debtor at least five (5) days prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any intended disposition thereof is to be made unless the Collateral is of a type customarily sold on a recognized market. The Secured Party may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is a type which is the subject of widely distributed standard price quotations, he may buy at a private sale. The net proceed realized upon any such disposition, after deduction for the expenses of holding, preparing for sale, selling or the like and reasonable attorney's fees and legal expenses incurred by the Secured Party, shall be applied to the payment of the interest on and principal of this Note. The Secured Party will account to the Debtor for any surplus realized on such disposition and the Debtor shall remain liable for any such deficiency, which Debtor promises to pay forthwith.

In the event the Collateral shall depreciate in value or become subject to any adverse lien or encumbrance, the Secured Party may demand and accept from the Debtor, and the Debtor agrees on demand to transfer, pledge and deliver to the Secured Party, new or additional collateral so that the aggregate of all collateral pledged from time to time hereunder shall be not less in value than the original value of the Collateral first deposited hereunder.

Debtor agrees to execute and deliver to Secured Party one or more financing statements and all other instruments and documents as may be necessary to perfect and maintain perfected the security interest herein granted.

In the event of any default hereunder, the principal of and accrued interest on this Note, at the election of the legal holder hereof and without notice, shall at once become due and payable.

If this Note be signed by one or more person, every obligation of the Debtor(s) shall be joint and several. All parties hereto severally waive presentment for payment, notice of dishonor, and protest.


Joseph Mandarino

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