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Cook County Recorder

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BOX 370

MORTGAGE

THIS MORTGAGE is made this 9th day of February, 2001, between the Mortgagor, GREGORIO BARRERA and LUIS E. BARRERA, (herein "Borrower"), and the Mortgagee, MICHAEL J. WERNIAK whose address is 11021 McVickers, Chicago Ridge, Illinois, 60415 (herein "Lender");

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WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-TWO THOUSAND FIVE HUNDRED and 00/100 (\$42,500.00) which indebtedness is evidenced by Borrower's note dated the 9th day of February, 2001, (herein "Note"), providing for monthly installments of principal and interest in the amount of Seven Hundred Eighty Seven Dollars and 00/100 (\$787.00) with the balance of the indebtedness, if not sooner paid, due and payable March 1, 2007.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained and (b) the repayment of any future advances, with interest thereon made to Borrower by Lender pursuant to paragraph 17 hereof (herein "Future Advances"), and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged Borrower does hereby mortgage, grant, and convey to Lender the following described property located in the County of Cook, State of Illinois, which has the address of 2625 West Broadway Avenue, Blue Island, Illinois 60406 (herein "Property Address"); to wit:

THAT PART OF LOTS 4 AND 5 IN CIRCUIT COURT COMMISSIONER'S SUBDIVISION OF LOTS 20 TO 23 OF ROBINSONS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 4, 39.64 FEET SOUTHWESTERLY OF THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHERLY ALONG A LINE THAT MAKES AN ANGLE OF

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83 DEGREES, 46 MINUTES, 30 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED LINE 75 FEET; THENCE SOUTHWESTERLY ALONG A LINE THAT MAKES AN ANGLE OF 83 DEGREES, 58 MINUTES, 30 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED LINE TO A POINT WITHIN LOT 5, 36.6 FEET; THENCE NORTHERLY ALONG A LINE THAT MAKES AN INTERIOR ANGLE OF 83 DEGREES, 30 MINUTES, 75 FEET TO A POINT IN THE NORTHERLY LINE OF LOT 5, SAID POINT BEING 36 FEET SOUTHWESTERLY OF THE PLACE OF BEGINNING, THENCE NORTHEASTERLY 36 FEET TO THE PLACE OF BEGINNING LYING NORTH OF CHICAGO AND CALUMET TERMINAL RAILROAD RIGHT OF WAY IN COOK COUNTY, ILLINOIS.

Permanent Tax Numbers: 24-36-427-0067
24-36-427-007

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions hereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and the Borrower will warrant and defend generally the title to the Property against all claims and demands subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS

Borrower and lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.
2. **Real Estate Tax Reserve.** Borrower also agrees to establish a reserve account to

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be retained from the loan proceeds in such amount deemed sufficient by Lender and shall pay monthly into that reserve account an amount equal to 1/12 of the annual real estate taxes on the real property which is the subject of this Mortgage, as estimated by the Lender, so as to provide sufficient funds for the payment of each year's taxes one month prior to the date the taxes become delinquent.

3. **Insurance.** Borrower agrees to keep the buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, lightning, windstorms and other hazards under policies of insurance providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to Lender, such rights to be evidenced by a standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies to Lender, and in the case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. **Maintenance of Property.** Borrower shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premise superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Lender; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

5. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that the Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

6. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or 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 and Borrower's successors in interest.

7. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or

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the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

8. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently independently or successively.

9. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 13 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

10. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering or mailing such notice by first class mail or delivery addressed to Borrower at the Property Address or at such address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail, or delivery, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

11. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provisions or clause of this Mortgage or Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provision of the Mortgage and the Note are declared to be severable.

12. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. **Transfer of the Property.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (c) the grant of any leasehold interest of one year or less not containing an option to purchase and approved by Lender, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

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If Lender exercises such option to accelerate, Lender shall mail or deliver to Borrower notice of acceleration in accordance with paragraph 10 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 14 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agrees as follows:

14. **Acceleration; Remedies.** Except as provided in paragraph 13 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail or deliver notice to Borrower as provided in paragraph 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed or delivered to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

15. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 14 hereof, including, but limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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16. **Assignment of Rents: Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower, shall, prior to acceleration under paragraph 14 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 14 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following the judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

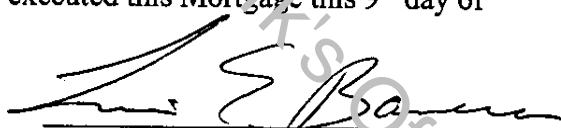
17. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage and shall not, including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

18. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any, and any release fee in effect at that time.

19. **Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage this 9th day of February, 2001.


GREGORIO BARRERA


LUIS E. BARRERA

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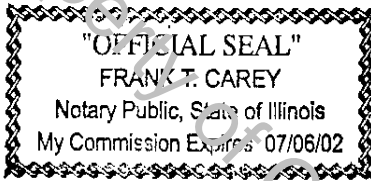
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that GREGORIO BARRERA and LUIS E. BARRERA personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of February, 2001.

My commission expires _____



[Handwritten Signature]

Notary Public

This instrument was prepared by Cary A. Horvath, Attorney at Law, 2410 Prairie Street, Blue Island, Illinois 60406

Mail To: Cary A. Horvath
2410 Prairie Street
Blue Island, Illinois 60406