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2001-08-06 11:55:13

Cook County Recorder 33.00

Prepared by:  
Rex W. Post

And when recorded mail to:  
Mark's Akron Medina Truck  
Sales, Inc.  
4830 Warner Road  
Cleveland, Ohio 44125



7895 762 228

-----  
State of Illinois

MORTGAGE

This indenture witnesseth: that the undersigned PETER NORFLEET, III single and never married, of 3906 Tower Road, #C105, Richton Park, Cook County, Illinois, "Mortgagor", does hereby mortgage and warrant to Mark's Akron Medina Truck Sales, Inc., of 4830 Warner Road, Cleveland, Ohio 44125, "Mortgagee", the following-described real estate, situated Cook County, Illinois:

T  
AM

The East 71.57 feet of the following described property taken as a tract: Lot 46 (except the South 12 feet thereof), all of Lots 47 and 48, in Block 6 in Bellamy's Subdivision of the North 40 acres of the South 60 acres of the East 1/2 of the Southeast 1/4 of Section 32, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No:  
20-32-421-038

Commonly Know As:  
917-19 West 85th Street  
Chicago, Illinois 60620

Together with all buildings, improvements, fixtures, or appurtenances now or to be erected on the property; all of which are declared to be a part of the real estate whether physically attached to it or not; and also together with all easements and the rents, issues, and profits of the premises that are hereby pledged, assigned, and transferred to Mortgagee, whether now due or to become due under or by virtue of any lease or agreement for the use or occupancy of the property or any part of it, whether such lease or agreement is written or verbal and whether it is now or may be hereafter existing.

To have and hold the property, with the buildings, improvements, fixtures, appurtenances, apparatus, and equipment unto Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of Illinois, which rights and benefits Mortgagor does hereby release and waive. On payment of the obligation hereby secured, and

BOX 333-CTI

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performance of all obligations under this mortgage and the note secured by this mortgage, the note shall be marked paid and delivered to the maker or the maker's successor, together with this mortgage duly canceled and a release deed thereof executed. A reasonable fee shall be paid by Mortgage or Mortgagor's successor in interest for the cancellation and release.

To secure: (a) the payment of a certain indebtedness from Mortgagor to Mortgagee evidenced by a note made by Mortgagor in favor of Mortgagee bearing even date herewith and the principal sum of Nineteen Thousand and No/100 Dollars (\$1,900.00), that is payable as provided in the note, and any additional advances made by Mortgagee to Mortgagor or Mortgagor's successor in title;

(b) The performance of the other agreements in the note, which note is hereby incorporated hereby and made a part hereof;

(c) Any future advances as herein provided, and to secure the performance of Mortgagor's covenants and agreements contained in this mortgage.

## A. Mortgagor Covenants:

### Section One

#### Payment of Principal and Interest, Taxes, Insurance

(A) To pay the indebtedness and the interest thereon as herein and in the note provided, or according to any agreement extending the time of payment thereof, and to pay when due and before any penalty attaches all taxes, special taxes, special assessments, insurance premiums, water charges, sewer service charges against the property (including those previously due), and to furnish Mortgagee on request, duplicate receipts therefor and all such items extended against the property shall be conclusively deemed valid for the purposes of this requirement;

(B) to keep the improvements now or hereafter on the premises insured against damage by fire, windstorm, and such other hazards or liability as Mortgage may require to be insured against, until the indebtedness is fully paid, or in case of foreclosure, until the expiration of the period of redemption, for the full and insurable value thereof, in such companies and in such form as shall be satisfactory to Mortgagee; such insurance policy or policies shall remain with Mortgagee during the period and contain the usual clause making them payable to Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver, or any grantee in a sheriff's or magistrate's deed; and in case of loss under the policies, Mortgagee is authorized to adjust, collect, and compromise, in its discretion, all claims under them, and Mortgagor agrees to sign, on demand, all receipts, vouchers, releases, checks, and drafts required of Mortgagor to be signed by insurance companies. Mortgagee is authorized in its discretion to apply the proceeds of any insurance claim to the indebtedness hereby secured, to a restoration of the property, or to the discharge of any obligation insured against, but monthly payments shall continue to be made by Mortgagor until the indebtedness is paid in full. Mortgagor hereby appoints any officer of Mortgagee as Mortgagor's attorney in fact to receipt for and endorse in the name of Mortgagor or Mortgagor's successor in title all checks and drafts received in payment of any casualty loss; (C) immediately after destruction or damage, to

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commence and properly complete the rebuilding or restoration of buildings and improvements now or hereafter on the premises unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering the destruction or damage; (D) to keep the premises in good condition and repair without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien of this mortgage; (E) not to suffer or permit any unlawful use of or nuisance to exist on the property nor to diminish nor impair its value by any act or omission to act; (F) to comply with all requirements of law with respect to the mortgaged premises and their use; (G) not to suffer or permit, without the prior written permission of Mortgagee, (1) any use of the property for any purpose other than that for which it is now used, (2) any alterations, additions, demolition, removal, or sale of any improvements, apparatus, appurtenances, fixtures, or equipment now or hereafter on the property, (3) a purchase on conditional sale, lease, or agreements under which title is reserved in the vendor, of any apparatus, fixtures, or equipment to be placed in or on any buildings or improvements on the property; (H) to complete within a reasonable time any buildings or improvements now or at any time in the process of erection on the premises, in accordance with the plans and specifications furnished to Mortgagee by Mortgagor. In the event of the failure of Mortgagor to do so, Mortgagee at its option may complete the buildings or improvements and the amount expended therefor shall be so much additional indebtedness secured hereby; (I) to appear in and defend any proceedings that in the option of Mortgagee affects its security under this mortgage, and to pay all costs, expenses, and attorney fees incurred or paid by Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage; (J) that all of the information, statements, and representations made in the written application for and the processing of the indebtedness secured hereby are true and correct; (K) that Mortgagor will not convey or cause to be conveyed Mortgagor's equity of redemption in and to the real estate above described, without the prior written consent of Mortgagee; (L) that whenever Mortgagor fails to procure and deliver to Mortgagee a renewal insurance policy to protect against the hazards enumerated above not less than thirty days before the expiration of the policy, Mortgagee is authorized to procure the renewal policy of insurance and the premium therefor, and shall be paid by Mortgagor on demand; and (M) Mortgagee shall have the right to inspect the premises at all reasonable times and access shall be permitted for that purpose.

## Section Two Protection of Lien

That in the case of failure to perform any of the covenants in this mortgage, Mortgagee may do on Mortgagor's behalf everything so covenanted; Mortgagee may also do any act it may deem necessary to protect the lien hereof. Mortgagor will repay on demand any money paid or disbursed by Mortgagee for any of the above purposes and such money, together with interest thereon at a rate of five percent (5%) per annum above the interest rate then payable on the indebtedness shall become so much additional

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indebtedness hereby secured, and if not so repaid, may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of the premises if not otherwise paid: Mortgagee need not inquire into the validity of any lien, encumbrance, or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring Mortgagee to advance any money for any purpose or do any act under this mortgage. Mortgagee shall not incur any personal liability on account of anything it may do or omit to do under this mortgage.

## Section Three Securing Payment of Note

It is the intent hereof to secure payment of the note, whether the entire amount has been advanced to Mortgagor at the date hereof or at a later date, or having been advanced, is repaid in part and further advances made at a later date.

## Section Four Assumption of Debt

Except as prohibited by law, the undersigned agrees that in the event the real estate described herein is sold or conveyed to any person other than the undersigned, then this note shall become once due and payable, anything herein contained to the contrary notwithstanding. However, Mortgagee may agree to an assumption of the note and this mortgage by such person or persons other than the undersigned at an interest rate equal to the then prevailing interest being charged by Mortgagee, and Mortgagee agrees to act in good faith and reasonableness in considering such an assumption.

## Section Five Successor in Interest

In the event of the ownership of the property or any part of it becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured in the same manner as with Mortgagor, and may forbear to sue or may extend the time of payment of the debt hereby secured without discharging or in any way affecting the liability of Mortgagor under this mortgage or on the debt secured by it.

## Section Six Time of the Essence

Time is of the essence. If default is made in performing any covenant herein or making any payment under the note or obligation or any extension or renewal thereof, if proceedings are instituted to enforce any other lien or charge on or against any of the property, on the filing of a proceeding in bankruptcy by or against Mortgagor, if Mortgagor make an assignment for the benefit of Mortgagor's creditors or if Mortgagor's property is placed under the control or in the custody of any court, if

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Mortgagor abandons any of the property or in the event of the transfer of, or agreement to transfer, any right, title or interest in the property or any part of it, or if Mortgagor fails to complete within a reasonable time any building or buildings now or at any time in the process of erection on the premises, then Mortgage is hereby authorized and empowered at its option and without affecting the lien hereby created or the priority of the lien or any right of Mortgagee under this mortgage to declare, without notice all sums secured hereby immediately due and payable, whether or not the default is remedied by Mortgagor, and to apply toward the payment of the mortgage indebtedness any indebtedness of Mortgagee to Mortgagor, and Mortgagee may also immediately proceed to foreclose this mortgage, and then any foreclosure sale may be made of the premises in mass without offering the several part separately. In the event that the ownership of the property or any part of it becomes vested in a person other than Mortgagor or any part of the sum secured hereby remains unpaid, and in the further event that Mortgagee does not elect to declare such sums immediately due and payable, Mortgagor shall pay a reasonable fee to Mortgagee to cover the cost of amending the records of Mortgagee to show the change of ownership.

## Section Seven Foreclosure

On the commencement of any foreclosure, the court in which the complaint is filed may at any time either before or after sale and without notice to Mortgagor or any party claiming under Mortgagor, and without regard to the then value of the premises, or whether the same is occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues, and profits of the premises during the pendency of the foreclosure suit. The statutory period of redemption, and such rents, issues, and profits, when collected, may be applied before as well as after the sheriff's or magistrate's sale, toward the payment of the indebtedness, cost, taxes, insurance, or other items necessary for the protection and preservation of the property, including the expenses of the receivership, or on any deficiency decree whether there is a decree therefor in persona or not, and if the receiver is appointed the receiver shall remain in possession until the expiration of the full period allowed by the statute for redemption, whether there is a redemption or not, and until the issuance of a deed in case of a sale, but, if no deed is issued, until the expiration of the statutory period during which it may be issued. No lease of the premises shall be nullified by the appointment or entry in possession of a receiver, but the receiver may elect to terminate any lease junior to the lien of this mortgage. On the foreclosure of the premises, there shall be allowed and included as an additional indebtedness in the decree of sale, all expenditures and expenses together with interest at the statutory rate which may be paid or incurred by or on behalf of Mortgagee for attorney fees, mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, transcriber's fees, sheriff's and magistrate's fees and commissions, court costs, publication costs, and costs

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that may be estimated as to and include items to be expended after the entry of a decree of procuring all such abstracts of title, title searches, examinations and reports, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute the suit or to evidence to bidders at any sale held pursuant to the decree the true title to or value of the premises; all of which amounts, together with interest as herein provided, shall be immediately due and payable by Mortgagor in connection with (A) any proceeding including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note secured hereby; (B) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclosure, whether or not actually commenced; or (C) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding that might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of the premises, there first shall be paid out of the proceeds all of the above items, then the entire indebtedness whether due or payable by the terms hereof or not and the interest thereon to the time of such sale, and the excess, if any, shall be paid to Mortgagor, and the purchaser shall not be obligated to see the application of the purchase money.

## Section Eight Condemnation

In the event the mortgaged property or any part of it is taken by condemnation, Mortgagee is hereby empowered to collect and receive all compensation that may be paid for any property taken or for damages to any property not taken by condemnation. All condemnation money so received shall be promptly applied by Mortgagee as it may elect to the immediate deduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged.

## Section Nine Remedies Cumulative

Each right, power and remedy herein conferred on Mortgagee is cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently. No waiver by Mortgagee of performance of any covenant herein or in the obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce the performance of the same or any other of the covenants. All rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, successors, administrators, and assigns of Mortgagor and successors and assigns of Mortgagee. The powers contained in this mortgage may be exercised as often as the occasion therefor arises.

In witness whereof, Mortgagor has signed and sealed this mortgage the day and year first above written.

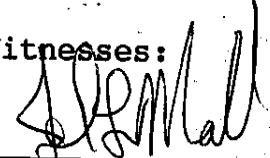
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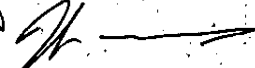
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Witnesses:

  
(print: JOHN L. HARBIN)

  
(print: Harry Apisdorf)

  
PETER NORFLEET, III

Date: 7-31-01

STATE OF OHIO )  
CUYAHOGA COUNTY ) ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Peter Norfleet, III, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

LESLIE APISDORF  
Notary Public-State of Ohio  
Expires 05-26 03

  
Notary Public



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LESLIE APISDORF  
Notary Public-State of Ohio  
Expires 02-28-03

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