

UNOFFICIAL COPY

0011096086

2001/0132 27 001 Page 1 of 6
2001-11-21 10:01:53
Cook County Recorder 31.00



0011096086

MORTGAGE

THIS MORTGAGE made November 5, 2001 between KAMRAN MOVAFFAGH as
Mortgagor, of P.O. BOX 1425 SKOKIE, ILLINOIS 60076
and HELEN B. PIVOVAR as Mortgagee, of 201 Herbert Downers Grove, Illinois 60515.

WHEREAS, the Mortgagor is indebted to the Mortgagee upon the Promissory Note of even date
herewith, in the principal sum of One Hundred Seventy Five Thousand Dollars (\$175,000.00)
payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagor
promises to pay the said principal sum and interest at the rate and in installments as provided in
said note, with the final payment of the balance due on the first day of December, 2004 and all
of said principal and interest are made payable at such place as the holder of the note may, from
time to time, in writing appoint, and in the absence of such appointment, then at 201 Herbert,
Downers Grove, Illinois 60515.

NOW, THEREFORE, the Mortgagor to secure the payment of said principal sum of money and
said interest in accordance with the terms, provisions and limitations of this mortgage, and the
performance of the covenants and agreements herein contained, by the Mortgagor to be
performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof
is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Mortgagee,
and the Mortgagee's successors and assigns, the following described real estate and all of the
estate, right, title and interest thereon, situate, lying and being in the City of Chicago, County of
Cook, State of Illinois, to wit:

BOX 333-CTI

1401 795 3421 210787 512 476 2002

60

UNOFFICIAL COPY

The North 190 feet of the Southeast 1/4 (Except the West 670.50 feet) lying South and West of the Center of West Grand Avenue and lying West of the Center of North Leclaire Avenue of Section 33, Township 40 North, Range 12 (Except parts taken and used for street purposes) East of the Third Principal Meridian, in Cook County, Illinois.

Pin: 13-33-400-039

Address: 5107 West Grand Avenue, Chicago, Illinois

which, with the property hereinafter described, is referred to herein as the "premises", TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee and the Mortgagee's successors and assigns forever, for the purposes, and upon the uses herein set forth.

1. Mortgagor shall (1) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (2) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (3) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.

2. Mortgagor shall pay before any penalty attaches all general taxes and real estate taxes and shall

UNOFFICIAL COPY

shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor.

3. At such time as the Mortgagor is not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor shall have the privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

4. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any purpose herein authorized and all expenses paid or incurred in connection therewith, including attorney fees and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate permitted by Illinois law. Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.

5. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice

11096086

UNOFFICIAL COPY

to Mortgagor all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney fees, appraiser's fees, outlays for documentary and expert evidence, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such title searches, title insurance policies and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second

11096086

UNOFFICIAL COPY

all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor.

9. Upon or at any time after filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

11. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the drafting and executing of such release.

UNOFFICIAL COPY

12. This mortgage and all provisions hereof, shall extend and be binding upon Mortgagor and all persons claiming by through or under Mortgagor.

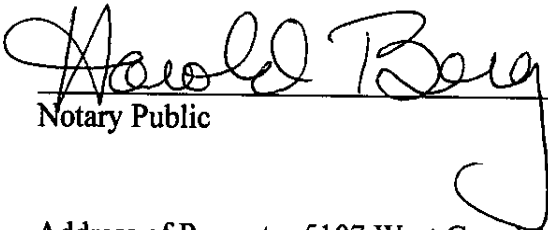
WITNESS the hand and seal of the Mortgagor the day and year first above written.

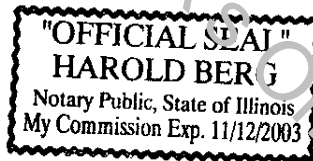

KAMRAN MOVAFFAGH

State of Illinois)
County of COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY that KAMRAN MOVAFFAGH 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.

GIVEN under my hand and seal, this 5th day of November, 2001


Notary Public



Address of Property: 5107 West Grand Avenue, Chicago, Illinois

Prepared by:
Marilyn D. Woehrel
21 North Cass Avenue
Westmont, Illinois 60559

Mail to: MARILYN D. WOEHREL
~~Harold Berg~~ 21 North Cass
~~Berg and Berg~~ Westmont, ILLINOIS
~~5215 Old Orchard Road~~ State 150 60559
~~Skokie, Illinois 60077~~

11096086