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RECORDATION REQUESTED BY:
The Northern Trust Company
50 South LaSalle Street
Chicago, IL 60675

0020332066

2652/0269 55 001 Page 1 of 11
2002-03-25 12:44:04
Cook County Recorder 41.00

WHEN RECORDED MAIL TO:
The Northern Trust Company
50 South LaSalle Street
Chicago, IL 60675



0020332066

SEND TAX NOTICES TO:
The Northern Trust Company
50 South LaSalle Street
Chicago, IL 60675

FOR RECORDER'S USE ONLY

#100717M

This Mortgage prepared by:
Rosemary Cortez, BA
50 South LaSalle Street
Chicago, IL 60675

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$24,000.00.

THIS MORTGAGE dated June 6, 2001, is made and executed between Alfredo E. Rumilla, unmarried, whose address is 2753 North Wayne Avenue, #F, Chicago, IL 60614 (referred to below as "Grantor") and The Northern Trust Company, whose address is 50 South LaSalle Street, Chicago, IL 60675 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cook County, State of Illinois:

See LEGAL DESCRIPTION, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

- 1. The Real Property or its address is commonly known as 2753 North Wayne Avenue, #F, Chicago, IL 60614.
- 2. The Real Property tax identification number is 14-29-304-038-1011.
- 3. Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender

BOX 333-CTI

all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) retain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly effect all repairs, replacements and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that during the period of Grantor's ownership of the Property, there has been no use, generator, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person, firm or owner, occupant of the Property or any actual or threatened litigation or claims of any kind by any person relating to such matters; and (b) except as previously disclosed to and acknowledged by Lender in writing, (a) any use, generator, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws; (b) any use, generator, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property to which any federal, state and local laws, regulations and ordinances, including without limitation all environmental laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests at Grantor's expense as Lender may deem appropriate to determine compliance of the Property with the provisions of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any third claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may incur in order to sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generator, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance, nor conduct or suffer any stripping of or waste of or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove or grant to any other party the right to remove any natural minerals (including oil and gas), coal, clay, silt, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to repair, replace or improve the improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances

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MORTGAGE (Continued)

Loan No: 2000353305

20332066

and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that

the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Wherever or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration or repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. Grantor is not in default under this mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this mortgage, then to pay a portion of interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. Lender holds any proceeds after payment in full of the indebtedness. Such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of and pass to the purchaser of the Property covered by this mortgage at any trustee's sale or other sale held under the provisions of this mortgage or at any foreclosure sale of such Property.

LENDER'S EXPENDITURES. If Grantor fails (a) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims; (b) to provide any required insurance on the Property; or (c) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that a lien may adversely affect Lender's interests in the Property, then Lender or Grantor, at Lender's behalf may, but is not obligated to, take any action that Lender deems to be appropriate to protect Lender's interests. All expenses incurred or to be incurred by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights of any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be considered as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY: DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple form and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either: (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Un form Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3)

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and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

any lien

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any

Payment Default. Grantor fails to make any payment when due under the Indebtedness

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Mortgage if any of the following

relating to the Indebtedness or to this Mortgage.

received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally Mortgage or of any note or other instrument evidencing the Indebtedness and the Property will shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor) administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state or by guarantor or by any third party on the Indebtedness and thereafter Lender is forced to remit the amount of REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise,

time to time

Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from any financing statement on the evidencing Lender's security interest in the Reits and the Personal Property exercise and deliver to Grantor a suitable satisfaction of the Mortgage and suitable statements of termination of when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage. Lender shall FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all the advances

accomplish the matters referred to in the preceding paragraph.

doing recording and doing all other things as may be necessary or desirable, in Lender's sole discretion, to irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making a deed, which may (d) so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may in connection with the matters referred to in this paragraph.

Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless provided by law or Note, this Mortgage and the Related Documents, and (2) the liens and security interests created by this desirable in order to facilitate, complete, perfect, continue or preserve (1) Grantor's obligations under the at source, contracts, and other documents as may, in the sole opinion of Lender, be necessary or security deeds, security agreements, financing statements, continuation statements, instruments of further and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust and deliver, or will cause to be made, executed or delivered to Lender or to Lender's designee, and when requested by Lender, (cause to be filed, recorded, refiled or re-recorded, as the case may be, at such times

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute

attorney-in-fact are a part of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances, and

Commercial Code) are as stated on the first page of this Mortgage.

Concerning the security interest granted by this Mortgage, may be obtained (each as required by the Uniform

Addresses. The mailing addresses of Grantor (debtors) and Lender (secured party) from which information

days after receipt of written demand from Lender.

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unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender will have the right to exercise this power of attorney only after Grantor's default; however, Lender may decline to exercise this power as Lender sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

Default. Grantor's failure to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners or by any rules or regulations thereunder shall be an event of default under this Mortgage. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure by Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage.

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Illinois. This Mortgage has been accepted by Lender in the State of Illinois.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor,

Note. The word "Note" means the promissory note dated June 6, 2001, in the original principal amount of \$24,000.00 from Grantor to Lender together with all renewals, extensions, modifications, refinancings, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender

Lender. The word "Lender" means The Northern Trust Company, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note

Mortgage

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents together with all renewals, extensions, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this

Real Property

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed to the Real Property, facilities, additions, replacements and other construction on the

Hazardous Substances. The words "Hazardous Substances" mean materials that because of their quantity, concentration or physical, chemical or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" also include, in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes without limitation, petroleum and petroleum by-products in any fraction thereof and asbestos.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety or accommodation party to Lender, including without limitation a guaranty, in all or part of the Note.

Grantor. The word "Grantor" means Alfredo E. Ramirez

Event of Default. The words "Event of Default" mean any one or more of the events of default set forth in this Mortgage.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and international regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Borrower. The word "Borrower" means Alfredo E. Ramirez and all other persons and entities securing the Note

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Indebtedness. Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension or from the obligations of this Mortgage or ability under the

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MORTGAGE
(Continued)

Loan No: 2000353305

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7.500%. The Note is payable in 36 monthly payments of \$746.98. The maturity date of this Mortgage is June 6, 2004.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

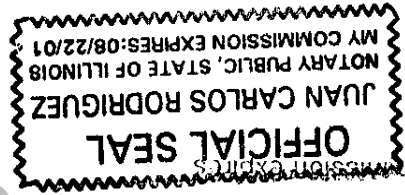
GRANTOR:

x 
Alfredo E. Rumilla, Individually

PROPERTY OF COOK COUNTY CLERK'S OFFICE

20332066

Property of Cook County



[Handwritten signature]
Residing at Chicago

By *[Handwritten signature]*
Notary Public in and for the State of Illinois

Given under my hand and official seal this June 6th 2001
The day before the undersigned Notary Public personally appeared Alfredo E. Rumbilla, to me known to be the individual described in and who executed the Mortgage and acknowledged that he executed the same for the purposes and purposes therein stated.

()
(SS)
()

STATE OF Illinois
COUNTY OF Cook

INDIVIDUAL ACKNOWLEDGMENT

20332066

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1408 H21021714 HE
STREET ADDRESS: 2753 N WAYNE AVE #F
CITY: CHICAGO COUNTY: COOK
TAX NUMBER:

LEGAL DESCRIPTION:

UNIT NUMBER 2753-"F" IN JAMES COURT TOWNHOMES, A CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF BLOCK 6 IN THE SUBDIVISION OF BLOCKS 5, 6 AND THE WEST 1/2 OF BLOCK 7 IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELDS ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 87156572 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS CL

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