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Cook County Recorder

38.00



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Reserved for Recorder's Use Only

JUNIOR MORTGAGE

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THIS MORTGAGE made this 27th day of September, 2002, by CLEOFE GAPUZ-MAIBENCO, an unmarried person (hereinafter referred to as "Mortgagor") to TERRY M. LEMLEY and JACQUES A. CONWAY of Oak Park, Illinois, (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.00), which indebtedness is evidenced by Mortgagor's Note dated September 27, 2002, (herein referred to as the "Note"); and

WHEREAS, the note provides for interest to be charged on the outstanding principal at a rate equal to nine percent (9.0%);

NOW, THEREFORE, the Mortgagor, to secure the payment of the Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant, and convey to Mortgagee the following described real estate located in the County of Cook, State of Illinois:

The East 50 feet of the West 100 feet of Lot 11 in John D. Vandercook's Subdivision of part of the Northwest 1/4 of Section 6 and part of the Northwest 1/4 of Section 5, Township 39 North, Range 13, East of the third Principal Meridian in Cook County, Illinois

P.I.N.: 16-06-223-014-0000

Which has the address of 411 West Lenox, Oak Park Illinois 60302 (herein referred to as "Property").

BOX 333-CTI

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TOGETHER with all the improvements now or hereafter erected on or attached to the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or hereafter attached to the Property, all of which including replacements and additions thereto, 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 the Mortgage is on a leasehold) are herein referred to as the "Premises".

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

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

2. In addition, the Mortgagor shall:

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the Property which may become damaged or destroyed;

(b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and the taxes and charges against the Property, including those heretofore due, and to furnish the Mortgagee, upon request, with duplicate receipts therefor, and all such items extended against said Property shall be conclusively deemed valid for the purpose of this requirement;

(c) Keep the improvements now existing or hereafter erected on the Property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies or monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee naming

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Mortgagee as a loss payee, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor agrees to sign upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least ten (10) days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive ten (10) days notice prior to cancellation;

(d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the Property;

(e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof;

(f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises not to diminish nor impair its value by any act or omission to act;

(g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof;

(h) Not increase the amount of the first mortgage on the Premises until the second mortgage in the amount of Eighteen Thousand (\$18,000.00) is paid in full to Terry M. Lemley and Jacques A. Conway;

(i) Not place nor permit placement of any additional mortgage on the Premises without the advance written consent of Mortgagee.

3. Any sale, conveyance, or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the Premises without the prior written approval of the Mortgagee shall, at the option of the Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which

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materially affects the Mortgagee's interest in the Premises, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and Mortgagor will repay upon demand any monies paid or disbursed by the Mortgagee, including reasonable attorney's fees and expenses for any of the above purposes and such monies together with interest thereon at the rate of nine percent (9%) shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.

5. Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or the Mortgagor shall make an assignment for the benefit of her creditors or if Mortgagor's property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owner's group, then and in any of said events, the Mortgagee is hereby authorized and empowered, as its option and without affecting the lien, hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any monies of the Mortgagor held by the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises enmasse without offering of the several parts separately.

6. Upon the commencement of any foreclosure proceeding hereunder, the court in which such case is filed may at any time, either before or after sale, and with notice to the Mortgagor and

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any party claiming under them, and without regard to the solvency of the Mortgagor or the then value of said Premises, or whether the same shall then be 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 said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of nine percent (9%) per annum, or if said rate of interest is higher than permitted by state law, then to the highest rate permitted by state law, which may be paid or incurred by or in behalf of the Mortgagee for attorneys' fees, appraiser's fees, court costs and costs (which may be estimated as to include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including a probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) Preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid as directed by Court order, and the purchaser shall not be obliged to see to the application of the purchase money.

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7. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.

8. Any forbearance by Mortgagee 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 the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right accelerate the indebtedness secured by this Mortgage.

9. 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.

10. The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.

11. Any notice that Mortgagee or Mortgagor may desire or be required to give to the other shall be in writing and shall be mailed or delivered to the intended recipient thereof at its address set forth herein or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. Any such notice shall be deemed to have been delivered to all parties upon (a) two (2) business days after mailing by United States registered or certified mail, return receipt requested; or (b) one (1) business day after such item is deposited with Federal Express or other generally recognized overnight courier, shipping charges prepaid; or (c) when delivered in person; or (d) transmission by facsimile and follow up by one of the other methods of notice provided in (a) (b) or (c) herein. Unless specifically required herein, notice of the exercise of any option granted to Mortgagee by this Note is not required to be given.

To Mortgagor:
Cleofe Gapuz-Maibenco
411 West Lenox
Oak Park, IL 60302

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With a copy to:

Robert J. Galgan, Jr.
340 W. Butterfield Road
Elmhurst, IL 60126

To Mortgagee:

Terry M. Lemley
191 N. Marion Street
Oak Park, IL 60302

With a copy to:

Frank R. Martin
Righeimer Martin & Cinquino P.C.
20 North Clark #1900
Chicago, IL 60602

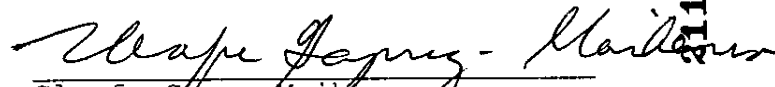
12. Upon payment of all sums secured by this Mortgage, Mortgagee shall issue a Release Deed in order to release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recording said Release Deed.

13. Mortgagor hereby waives all right of homestead exemption in the Premises and grants to Mortgagee the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

14. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.

15. This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be signed as set forth below on the day first above written.


Cleofe Capuz-Maibenco

This document prepared by:
FRANK R. MARTIN
RIGHEIMER MARTIN & CINQUINO P.C.
20 North Clark Street Suite 1900
Chicago, Illinois 60602 (312) 726-5646

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STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

I, Amanda B. Quas the Undersigned, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT CLEOFÉ GAPUZ-MAIBENCO, 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 she signed, sealed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of September, 2002.



Amanda B. Quas
NOTARY PUBLIC

My Commission Expires:

RETURN TO RECORDER'S BOX NO. 456