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JUNIOR MORTGAGE

THIS INDENTURE, made this 15th day of November 2002, between JOHN LAVELLE AND ANDREA LAVELLE, husband and wife, both Illinois residents and their successors and assigns (hereinafter referred to as "**MORTGAGOR**") and BENNIE RENDA an Illinois resident and his successors and assigns "**MORTGAGEE**", witnesseth:

THAT WHEREAS the **MORTGAGOR** is justly indebted to the **MORTGAGEE** in the principal sum Four Hundred Thousand Dollars and Zero Cents (\$400,000.00), plus all applicable fees including attorney's fees, title costs, and costs of collection, payable to the order of and delivered to the **MORTGAGEE**, in and by which **MORTGAGOR** promises to pay the said principal sum. All of said principal are made payable at such place as the holders of the Mortgage Note may, from time to time, in writing appoint and in absence of such appointment, at the office of **MORTGAGEE** and shall be paid in full within ninety (90) days of being called due by **MORTGAGEE**.

NOW, THEREFORE, the **MORTGAGOR** to secure the payment of the said principal sum of money in accordance with the terms, provisions and limitations of this Junior 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 (\$1.00) Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents **CONVEY AND WARRANT** unto the **MORTGAGEE**, and the **MORTGAGEE'S** successors and assigns, the following described real estate and all of his estate, right, title and interest therein, to wit:

Legal Description: See Exhibit A attached hereto and made a part hereof.

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 used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be 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 **MORTGAGOR** or their successors or assigns 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

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forth, free from all rights and benefits under and by virtue of the Homestead exemption Laws of the State of Illinois, which said rights and benefits the **MORTGAGOR** does hereby expressly release and waive.

The **MORTGAGOR** hereby agrees to the following **COVENANTS, CONDITIONS AND PROVISIONS**:

1. The **MORTGAGOR** shall (a) promptly repair, restore or rebuild any buildings or improvements, now or hereafter on the **PREMISES** which may become damaged or be destroyed; (b) keep said **PREMISES** in good condition and repair, without waste, and free from mechanic's or other liens or claims of lien not expressly subordinated to the lien thereof; (c) 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**; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said **PREMISES**; (e) comply with all requirements or law or municipal ordinances with respect to the **PREMISES** and the use thereof; (f) make no material alterations to said **PREMISES** except as required by law or municipal ordinance.

2. The **MORTGAGOR** shall pay before any penalty attaches all general taxes, and 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 the **MORTGAGEE** duplicate receipts therefor. To prevent default hereunder **MORTGAGOR** shall pay in full under protest, in the manner provided by statute, any tax or assessment which **MORTGAGOR** may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the **MORTGAGEE** the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by **MORTGAGOR**, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the **MORTGAGEE'S** interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the **MORTGAGOR**, upon demand by the **MORTGAGEE**, shall pay such taxes or assessments, or reimburse the **MORTGAGEE** therefor; provided, however, that if in the opinion of counsel for the **MORTGAGEE** (a) it might be unlawful to require **MORTGAGOR** to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in any event, the **MORTGAGEE** may elect by notice in writing given to the **MORTGAGOR**, to declare all of the indebtedness secured hereby to be and become due and payable ninety (90) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the **PREMISES**, any tax is due or becomes due in respect of the issuance of the Mortgage Note hereby secured, the **MORTGAGOR** covenants and agrees to pay such tax in the manner required by any such law. The **MORTGAGOR** further covenants to hold harmless and agrees to indemnify the **MORTGAGEE**, and the **MORTGAGEE'S** successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Mortgage Note secured hereby.

5. At such time as the **MORTGAGOR** are not in default either under the terms of this Junior Mortgage, the **MORTGAGOR** shall have such privilege of making prepayments on the principal of said Mortgage (in addition to the required payments).

6. The **MORTGAGOR** shall keep all building and improvements now or hereafter situated on said **PREMISES** insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys 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 the **MORTGAGEE**, under insurance policies payable, in case of loss or damage, to **MORTGAGEE**, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies to the **MORTGAGEE**, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default herein, **MORTGAGEE** may, but need not, make any payment or perform any act herein before required by **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 of forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' 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 now permitted by Illinois law. Inaction of **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**.

8. The **MORTGAGEE**, by making any payment hereby authorized relating to taxes or assessment, 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.

9. The **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 to **MORTGAGOR**, all unpaid indebtedness secured by this Junior Mortgage shall, notwithstanding anything in the Mortgage Note or in this Junior Mortgage to the contrary, become due and payable (a) in seven (7) days in the case of default in making payment of any installment of principal or interest on the Mortgage Note, or (b) when default shall occur and continue for thirty (30) days in the performance of any other agreement of the **MORTGAGOR** herein contained; (c) upon full or partial conveyance of the property by **MORTGAGOR**.

10. 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 attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Terrers certificates, and similar data 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 the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now 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.

11. 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, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Mortgage Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Mortgage Note; fourth, any overage to **MORTGAGOR**, his heirs, legal representatives or assigns, as his rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this Junior 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 as a homestead or not, 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 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 or 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 (a) the indebtedness secured hereby, or by any decree foreclosing this Junior 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 the foreclosure sale; (b) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Mortgage Note hereby secured.

14. The **MORTGAGEE** shall have the right to inspect the **PREMISES** at all reasonable times and access thereto shall be permitted for that purpose.

15. If the payment of said indebtedness or any part hereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said **PREMISES**, shall be held to assent to such extension, variation or release, and his liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the **MORTGAGEE**, notwithstanding such extension, variation or release.

16. The **MORTGAGEE** shall release this Junior Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of all reasonable fees to **MORTGAGEE** for the execution of such release.

17. This Junior Mortgage and all provisions hereof, shall extend to and be binding upon **MORTGAGOR** and all persons claiming under or through **MORTGAGOR**, and the word "**MORTGAGOR**" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Mortgage Note or this Junior Mortgage. The word "**MORTGAGEE**" when used herein shall include the successors and assigns of the **MORTGAGEE** named herein and the holder or holders, from time to time, of the Mortgage Note secured hereby.

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

JOHN LAVELLE

ANDREA LAVELLE



SUBSCRIBED AND SWORN
before me this 18th day of November
2002.

NOTARY PUBLIC

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EXHIBIT "A"

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LEGAL DESCRIPTION

LOT 22 IN HUNT CLUB FARMS SUBDIVISION UNIT NO. 1, BEING A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5 AND THE NORTHWEST QUARTER OF SECTION 8, LYING NORTHERLY OF THE CENTERLINE OF STERNS SCHOOL ROAD, ALL IN TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1996 AS DOCUMENT NUMBER 2437294.