Cook County Recorder

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referred to below as "Lender").

FOR RECORDER'S USER ONLY

KECORDATION REQUESTED BY:

Consumer Loan Processing P.O. BOX 100 Old Kent Bank

Grand Rapids, MI 49501-0100

WHEN RECORDED MAIL TO:

Consumer Loan Processing P.O. BOX 3488 Old Kent Bank

Grand Rapids, V.7 49501-3488

SEND LYX NOLICES TO:

This Mortgage prepared by:

CHICAGO, IL 60647 **5026 WEST NORTH AVENUE** ROSALBA CORONA CABRIEL CORONA

Kathleen M Jender

9400 S. Cicero Avc. Suite 301, Oak Lawn, IL 60453 Old Kent Mortgans Company

MORTUACE

, whose address is SINCLE WOMAN NEVER MARRIED THIS MORTGAGE IS between GABRIEL CORONA, MARRILD TO EVELYN CORONA and ROSALBA CORONA, A

(referred to below as "Grantor"); and Old Kent Mortgage Company

9400 S. Cicero Ave., Suite 301, Oak Lawn, IL 60453

all minerals, oil, gas, geothermal and similar matters, located in County State of Illinois Cook irrigation rights); and all other rights, royalties, and profits relating to the real property, including vithout limitation appurtenances; all water, water rights, watercourses and ditch rights (including stock in utiates with ditch or subsequently erected or affixed buildings, improvements and fixtures; all easements, right, of way, and of Grantor's right, title, and interest in and to the following described real property, together with all existing or GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, werrants, and conveys to Lender all

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE (the "Real Property"):

The Real Property or its address is commonly known as: 2056 WEST NORTH AVENUE, CHICAGO, IL 60647

The Real Property tax identification number is 14-31-333-003

all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and

the Personal Property and Rents.

Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America. otherwise defined in the Mortgage shall have the meanings attributed to such terms in the Uniform Commercial DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not

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MORTGAGE (Continued)

Page 2

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated 04/14/00 ______, between Lender and Grantor with a credit limit of \$ 10,000.00 together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The interest rate under the Credit Agreement is a variable interest rate based upon an index. The index currently is 9.000 % per annum. The Credit Agreement has tiered rates and the rate that applies to Grantor depends on Grantor's outstanding account balance. The interest rate to be applied to the outstanding account balance shall be at a rate 4.500 percentage points above the index for balances of \$4,999.99 and under and at a rate 3.500 percentage points above the index for balances of \$5,000.00 and above, subject however to the following minimum and maximum rates. Under no circumstances shall the interest rate be 1 ss 'han 6.000% per annum or more than the lesser of 24.000% per annum or the maximum rate allowed by applicable law.

Grantor. The word "Grantor" means GABRIEL CORONA and ROSALBA CORONA . The Grantor is the mortgagor coder this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accomposation parties in connection with the indebtedness.

Improvements. The word "Improvements," means and includes without limitation all existing and future improvements, buildings, structures, mobile names, affixed on the real property, facilities, additions, replacements and other construction on the real property.

Indebtedness. The word "Indebtedness" means all p incipal and interest payable under the credit agreement and any amounts expended or advanced by lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this mortgage, together with interest on such amounts as provided in this mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this mortgage to same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credi Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, su'ject to the limitation that the total outstanding balance owing at any one time, not including finance charges or such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overliges, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mora age secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance. 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 \$ 10,000.00

Lender. The word "Lender" means Old Kent Mortgage Company successors and assigns. The Lender is the mortgagee under this Mortgage.

its

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

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 property, interests, and rights described above in the "Grant of Mortgage" section.

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Property for hazardous waste and hazardous substances.

The representations and warranties contained herein are based on grantor's due diligence in investigating the construed to create any responsibility or liability on the part of the Lender to Grantor or to any other person. of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, manufacture, store, treat, dispose of or release any hazardous substance on, under, about or from the Property Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating release of any hazardous waste or substance on, under, about or from the Property by any prior owner, or Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened knowledge of or reason to believe that there has been, except as previously disclosed to and acknowledged by hazardous waste or substance by any person on, under, about or from the Property; (b) Gran or nes no been no use, generation, manufacture, storage, treatment, disposal, release or threatened relate of any represents and warrants to Lender that: (a) During the period of Grantor's ownership of 'ne Property, there has include, without limitation, petroleum and petroleum by-products or any fraction the ecf and asbestos. Grantor adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also Recovery Act, 42 U.S.C. Section 6901, et. seq., or other applicable state or rederal laws, rules, or regulations Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Lesource Conservation and ("CERCLA"), the Superfund Amendments and Reauthorization Act of 986, Pub. L. No. 99-499 ("SARA"), the Environmental Response, Compensation, and Liability Act of 1980, as annental Actor. Section 9601, et seq. "threatened release", as used in this Mortgage, shall have the same infanings as set forth in the Comprehensive Hazardous Substances. The terms "hazardous waste", "hazardous substance", "disposal", "release", and

replacements, and maintenance necessary to preserve its value.

Duty to Maintain. Grantor shall maintain the Property in tenentable condition and promptly perform all repairs,

the Property and collect the Rents from the Property

Possession and Use. Until in default, Grantor risy remain in possession and control of and operate and manage

the Property shall be governed by the following provisions:

POSSESSION AND MAINTENANCE CF THE PROPERTY. Grantor agrees that Grantor's possession and use of

under this Mortgage.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations

THE FOLLOWING TERMS:

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE EXTENT OF THE MAXIMUM A MOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT AND (2) PERFOUNDED TO NOUS SHALL BE VALID AND HAVE AND PERFOUNDED TO AND SHALL BE VALID AND HAVE AND PERFOUNDED TO AND SHALL BE VALID AND HAVE AND PERFOUNDED TO AND SHALL BE VALID AND HAVE AND PERFOUNDED TO AND PROPERTY, TO THE EXTENT OF THE MORTGAGE, INCLUDING THE INDEBTEDUESS AND PERFOUNDED TO AND ACCEPTED ON THE MAXIMUM AMOUNT SECURED HEREBY, THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF THE MAXIMUM AMOUNT SECURED HEREBY, THIS MORTGAGE, INCLUDING THE SECURITY INTEREST.

other benefits derived from the Property.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and

executed in connection with the Indebtedness.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing,

MORTGAGE (Continued)

Page 3

Loan #: 5258400

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MORTGAGE (Continued)

Page 4

Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of hazardous waste or substance on the properties. 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. Crantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on 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 timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

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

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

Compliance with Governmental Requirements. Granter shill promptly comply with all laws, ordinances, 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 withold compliance during any proceeding, including appropriate appeals, so long as for into 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 reasonable necessary to protect and preserve the Property.

DUE ON SALE- CONSENT BY LENDER. Lender may, at its option, declare immediate v one and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, reasy hold interest with a term greater than (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five (25%) of the voting stock, partnership interests, or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a 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 all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in following paragraph.

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

indebtedness, such proceeds shall be paid to Grantor.

applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be which Lender has not committed to the repair or restoration of the Property shall be used first to pay any default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed payment of any lien affecting the Property or the restoration and repair of the Property. If Lender clects to security is impaired, Lender may, at its election, apply the proceeds to the reduction of the independences, may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender

of the loan.

National Flood Insurance Program, or as otherwise required by Lender, and to maintain insurance for the term Insurance for the full unpaid principal balance of the loan, up to the maximum tolicy limits set under the Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Property at any time become located in an area designated by the Director of the Federal Emergency will not be impaired in any way by any act, omission, or default of Grantor or any other person. Should the Real such notice. Each insurance policy also shall include an endorsement its viding that coverage in favor of Lender days' prior written notice to Lender and not containing any disclarate of the insurer's liability for failure to give insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of (10) ten may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as on the Real Property in an amount sufficient to avoid at pli ation of any coinsurance clause, and with a standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements Maintenance of Insurance. Grantor shall procure and maintain policies of the fire insurance with standard

Mortgage.

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

such improvements.

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

written statement of the taxes and assessments against the property. taxes or assessnience and shall authorize the appropriate governmental official to deliver to Lender at any time a

Evidence of D. yment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the

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

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Page 5

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MORTGAGE (Continued)

Page 6

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expensese, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the credit line and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreements maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it other wise 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, free 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 host title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the rull right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the parteraph above, Grantor warrants and will forever defend the title 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 will 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 in struments 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.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or 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 after payment of all reasonable costs, expenses, and attorney's feet incurred by Lender in connection with the condemnation.

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 as may be requested by it from time to time to permit such participation.

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.

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MORTGAGE

Page 7

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

all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage,

deposits with Lender sash of a sufficient corporate surety bond or other security satisfactory to Lender. before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and

Security Agreement. This instrament shall constitute a security agreement to the extent any of the Property

SECURITY AGREEM AT, FINANCING STATEMENTS. The following provisions relating to this Mortgage as a

the Uniform Commercial Code as amended from time to time. constitutes fixtures or other personal transfer, and Lender shall have all of the rights of a secured party under

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

concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Addresses. The mailing addresses of Grantor (debtor) and Lender (se.ur.id party) from which information

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

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

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

security agreement are a part of (n/s Mortgage.

incurred in connection with the matters referred to in this paragraph. by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Credit Agreement, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to deeds, security agreements, financing statements, continuation statements, instruments of further assurance, such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, so arity requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in and deliver, or will cause to be made, executed or delivered to Lender or to Lender's designee, ant when Further Assurances. At any time, and from time to time, upon request of Lender, Grantor vill make, execute

and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters

appoints Lender as Grantor's attorney-in-fact, for the purpose of making, executing, delivering, filing, recording, so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do

referred to in the preceding paragraph.

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MORTGAGE (Continued)

Page 8

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law for the relief of debtors, (b) by reason of any judgement, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's projecty, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never bad been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commus flaud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, dead of all persons liable on the account, transfer of title or sale of dwelling, creating of a lien on the dwelling without I ender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option, without notice to Grantor, to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments or rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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bound by the alteration or amendment.

Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this

Amendments. This Mortgage together with any Related Documents, constitutes the entire understanding and

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

times of Grantor's current address. shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the class, certified or registered mail, postage prepaid, directed to the addrresses shown near the beginning of this recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States first otherwise required by law), and shall be effective when actualy delivered, or when deposited with a nationally any notice of default and any notice of sale to Grantor, shall be in writing, may be sent by telefacsimile (unless NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including a ithout limitation

will pay any court costs, in addition to all other sums provided by law. surveyors reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also post-judgement collection services, the cost of searching records, obtaining title reports (including foreclosure), (including efforts to modify or vacate any automatic stay or injunction), appeals and 27, anticipated Lender's legal expenses whether or not there is a lawsuit, including attorneys fees for bankruptcy proceedings include, without limitation, however subject to any limits under applicable law, I ender's attorney's fees and expenditure until repaid at the rate provided for in the Credit Agreemen. E. penses covered by this paragraph rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of that in Lender's opinion are necessary at any time for the protection of in interest or the enforcement of its on any appeal. Whether or not any such court action is involved all trasonable expenses incurred by Lender in Lender shall be entitled to recover such sum as the court may adit dge reasonable as attorney's fees at trial and Attorney's Fees; Expenses. If Lender institutes any suit (1 action to enforce any of the terms of this Mortgage,

under this Mortgage. after failure of Grantor to perform shall not affect Levider's right to declare a default and exercise its remedies and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage or any other provision. Election by Lender to pars as any remedy shall not exclude pursuit of any other remedy, constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision

Waiver; Election of Remedies. A warrer by any part of a breach of a provision of this Mortgage shall not

sale or disposition. Property is to be made. Reasonar, e rotice shall mean notice given at least ten (10) days before the time of the

Personal Property or of the time after which any private sale or other intended disposition of the Personal Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the

on all or any portion of and Property. Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale the property maret, alled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the

Sale of the Febrary. To the extent permitted by applicable law, Grantor hereby waives any and all right to have

Agreement or available at law or in equity.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit

rights provided for in this section.

remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the Deficiency Judgement. If permitted by applicable law, Lender may obtain a judgment for any deficiency

Property. Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the

> (Continued) MORTGAGE

Page 9

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MORTGAGE (Continued)

Page 10

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

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.

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.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of correctent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the tenefic 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, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender for any course of dealing between Lender and Grantor, shall constitute a waiver of any Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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Page 11

MORTGAGE (Continued)

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

CRANTOR:

Quefn Cocona.

Signed, acknowledged and delivered in the presence of:

Witness

KOSALBA COKONA

Witness

<u>Е</u>легии сокоим

MAIVER OF HOMESTEAD EXEMPTION

I am signing this Waiver of Homestead Exemption for the purpose of expressly relevating and waiving all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I understand that I have no liability for any of the affirmative covenants in this Mortgage

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MORTGAGE	
(Continued)	

Page 12

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF		
)ss		
COUNTY OF		
On this day before the control of th		
On this day before me, the undersigned Notary Public, personally appeared GABRIEL CORONA to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or five five and voluntary act and deed, for this uses and purposes therein mentioned.		
Given under my hand and official seal this 1 Hay of (1801). 200		
, and the state of		
By Cresting at		
Notary Public in and for the State of		
My commission arrives		
My commission expires		
GERMA (N): H. Woods (N): H. Wo		
My Commission		
INDIVIDUAL ACKNOWLEDGMENT		
STATE OF		
STATE OF		
STATE OF		
)ss O		
COUNTY OF		
On this day before me, the undersigned Notary Public, personally appeared ROSALBA CORONA to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.		
Given under my hand and official seal this day of,		
By Residing at		
Notary Public in and for the State of		
My commission expires:		
, .		

1-4 FAMILY RIDER Assignment of Rents

AP# C19CORONA, GABR2

LN# 5258400

THIS 1-4 FAMILY RIDER is made this 14th day of April , 2000 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to 01d Kent Mortgage Company. A Michigan Corporation

(the

"Lender") of the same care and covering the Property described in the Security Instrument and located at:

2056 WEST NORTH AVENUE, CHICAGO, IL 60647

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrumen, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or Pereafter located in, on, or used, or intended to be used in connection with the Property, including, but no limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, an and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryets, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached minors, cabinets, panelling and attached floor coverings 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 the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1 d cimily Rider and the Security Instrument as the "Property."

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument

Page 1 of 3

DP-57U (9801)

MW 01/98

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Form 3170 9/90

Amended 3/93



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B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written

permission

- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazarus for which insurance is required by Uniform Covenant 5.
 - E. "BORROV'E S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provider otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, as existenents and other charges on the Property, and then to the sums secured by the Security Instrument, (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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Page 2 of 3

2170 9/90

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If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this

paragrioh.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in will.

I. CROSS-DEFACET PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Bestower accepts ar	d agrees to the terms and provisions contained in this
1-4 Family Rider.	.1 / ///
Osum arcona (jeal)	(Seal)
EVELYN CORONA -Borrow r	GABRIEL CORONA -Borrower
SIGNING SOLELY FOR THE PURPOSE OF WAIVING HOMESTEAD RIGHTS(Seal) -Borrower	I C C I D A CODONIA Porrower
(Seal)	Borrower
(Seal)	Postaner
-57 U (9801) Pa	ge 3 of 3 Form 3170 9/90