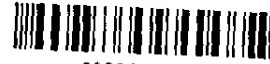


SECOND MORTGAGE

THIS INDENTURE is made November 26, 2002 between Jose Fernando DaSilva ("Mortgagor") and Valdir A. Barion ("Mortgagee").



0030450515

RECITALS

WHEREAS the Mortgagor is justly indebted to the legal holder of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Total Principal Sum of ONE HUNDRED THOUSAND (\$100,000.00) and 00/100ths Dollars, evidenced by one certain Note of the Mortgagor of even date herewith, made payable to the Order of Valdir A. Barion, and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest as therein provided; and all of said principal and interest being made payable to Valdir A. Barion

or at such address as the legal holder of the said Note may, from time to time, in writing, appoint, and in the absence of such appointment, then at the office of holder of said Note in said city;

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements set forth in the above Recitals and the Note which covenants and agreements are incorporated herein and made a part of this Instrument and by the Mortgagor and Holders of the Note to be performed or agreed as the case may be, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Mortgagee, their successor and/or assigns, the following described Real Estate and all of the estate, right, title and interest therein, situate, lying and being in the County of Cook and State of Illinois, to wit:

JWS

THE EAST 77 FEET OF LOT 1 AND 2 IN BLOCK 7 IN WINSLOW JACOBSON AND TALLMAN'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH,

RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX NUMBER: 16-01-214-049

ADDRESS: 2441 West LeMoyne/1456 N. Artesian/1458 N. Artesian Chicago, IL 60622

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 time 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 a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or her successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and/or assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Indiana, which said rights and benefits the Mortgagor does hereby expressly release and waive.

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

UNOFFICIAL COPY

  
\_\_\_\_\_  
Jose Fernando DaSilva

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in the County and state aforesaid, DO HEREBY CERTIFY THAT Jose Fernando DaSilva, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 10<sup>th</sup> day of December, 2002.



  
\_\_\_\_\_  
Notary Public

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE AND INCLUDE THE PROVISIONS OF THE RECITALS SET FORTH ABOVE AND ARE INCORPORATED HEREIN.

1. Mortgagor shall (a) promptly repair, restore and 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 for lien not expressly subordinated to the lien hereof; (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 Mortgagee or to holders of the note; (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 of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. 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 to Mortgagee or to holders of the notes duplicate receipts therefor. To prevent default hereunder Mortgagor may pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor desires to contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 holders of the note, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgagee clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or

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incurred in connection therewith, including attorneys' fees and any other monies advanced by Mortgagee or the holder of the notes, or of any of them, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to the Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable and with interest thereon at 12%, said rate being the default rate of interest. Inaction of Mortgagee or holders of the notes shall not be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagor.

5. The Mortgagee or the holders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office but only upon due inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof and of the Note.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or the Mortgagee and its successors and/or assigns 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 or holders of the notes, or any of them, for attorneys' fees, Mortgagee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all such abstracts of title, title searches and examination, guarantee policies, and similar data and assurances with respect to title as Mortgagee or holders of the notes, or any of them may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and due and payable in accordance with Paragraph 4, above, when paid or incurred by Mortgagee or holders of the notes in connection with any proceedings to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured.

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8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagor, her heirs, legal representatives or assigns, as their rights may appear.

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

10. 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 or in equity upon the notes hereby secured.

11. Mortgagee or the holders of the notes, or of any of them, shall have the right to inspect the premises at such reasonable times and access thereto shall be permitted

for that purpose in the event of a notice of default hereunder.

12. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or the Mortgage, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

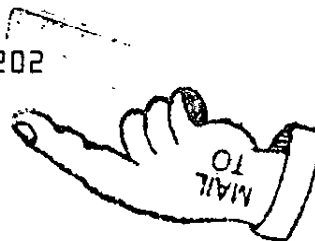
13. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid; and Mortgagee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Mortgagee the principal note representing that all indebtedness hereby secured has been paid, which representation Mortgagee may accept as true without inquiry.

14. This 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 principal notes or this Mortgage.

15. Before releasing this Mortgage, Mortgagee or its successor shall receive for its services a fee as it may determine. Mortgagee or its successor shall be entitled to reasonable compensation for any other act or service performed under the provisions of this Mortgage.

This instrument prepared by and after recording mail to:

Kolpak & Lerner  
6767 N. Milwaukee Ave., Suite 202  
Niles, IL 60714  
(847) 647-0336



WS