

# UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 04/17/2003 02:44 PM Pg: 1 of 6

**INSTRUMENT PREPARED BY:**

Nona Brady  
Attorney At Law  
11801 Southwest Highway, Suite 2S  
Palos Heights, IL 60463

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
RECORDER'S OFFICE

**MAIL TO:**

Nona Brady  
Attorney At Law  
11801 Southwest Highway, Suite 2S  
Palos Heights, IL 60463



## MORTGAGE

This mortgage made and entered into this 21<sup>st</sup> day of February, 2003, by and between Eric Schoonveld and his wife Shawna Schoonveld (hereinafter referred to as "mortgagor") and William Colon and his wife Iris Colon (hereinafter referred to as "mortgagee").

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook, State of Illinois:

LOTS 5 TO 8 IN THE EAST ½ OF BLOCK 2 IN MORGAN SUBDIVISION OF THAT PART OF THE EAST 33.81 ACRES OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, LYING NORTH OF THE CENTER OF WASHINGTON, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 2511 Maypole, Chicago, IL 60612  
P.I.N.: 16-12-419-022

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The mortgagor covenants that it is lawfully seized and possessed of and has the right to sell and convey said property, that the same is free from all encumbrances except as herein

Schoonveld mortgage

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Initials ES MS

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above recited; and that it hereby binds itself and its successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure (i) the payment of a promissory note dated February <sup>23</sup>, 2003, in the principal sum of ~~One Hundred and Twenty-Five Thousand Dollars~~ <sup>SEVENTEEN THOUSAND AND FIVE HUNDRED DOLLARS</sup> \* ~~(\$125,000.00)~~, signed by mortgagors (hereinafter referred to as "the Note"); and (ii) any other indebtedness of the mortgagor payable to the mortgagee, howsoever created, evidenced or arising, whether direct or indirect, absolute or contingent, now due or to become due, or now existing or hereafter arising, are herein called the "Indebtedness Hereby Secured."  
\* (117,500)

*Handwritten initials and signature:*  
EJS  
SMS  
[Signature]

1. The mortgagor covenants and agrees as follows:

- a. It will promptly pay the Indebtedness Hereby Secured.
- b. It will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore.
- c. It will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys fees reasonably incurred in any other way shall also be paid by the mortgagor.
- d. For better security of the Indebtedness Hereby Secured, upon the request of the mortgagee, its successors or assigns, mortgagor shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property herein above described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the Indebtedness Hereby Secured.
- f. It will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss jointly to mortgagor and mortgagee, and the insurance

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proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the Indebtedness Hereby Secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the Indebtedness Hereby Secured, all right, title and interest of the mortgagors in and to any insurance policies then in force shall pass to the purchaser or mortgagee.

- g. It will keep all building and other improvements on said property in good repair and condition; will permit, commit, or suffer not waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagors to keep the building on said premises, or improvement thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the property preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.
- h. It will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that it will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. It will not rent or assign any part of the rent of said mortgaged property or demolish or remove, or substantially alter any of the premises without the written consent of the mortgagee.
- j. It will not allow all or any part of the Property or any interest in it to be sold or transferred without Mortgagee's prior written consent. Mortgagee may, at its option require immediate payment in full of all sums secured by this Security Interest.
- k. All awards of damages in connection with any condemnation for public use or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the Indebtedness Hereby Secured, and mortgagee is hereby authorized, in the name of the mortgagors, to execute and deliver valid a quittances thereof and to appeal from any such award.
- l. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
- m. To the best of mortgagor's knowledge, it has not used Hazardous Materials, including, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in any federal, state or local governmental law, ordinance, rule or regulation, on, from or affecting the premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of its

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knowledge, no prior owner of the premises or any tenant, subtenant, occupant, prior tenant, prior subtenant or prior occupant has used Hazardous Materials on, from or affecting the premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

- n. To the best of its knowledge, it has never received any notice of any violations of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of its knowledge, there have been no actions commenced or threatened by any part for noncompliance.
- o. It shall keep or cause the premises to be kept free of Hazardous Materials to the best of its ability, and, without limiting the foregoing, it shall not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall it cause or permit, as a result of any intentional or unintentional act or omission on its part, or on the part of any tenant, subtenant or occupant, a release of Hazardous Materials onto the premises or onto any other property.
- p. It shall:
- (i) conduct and complete all investigations, studies, sampling and testing, and all remediation, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the premises in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of mortgagee, and in accordance with the orders and directives of which it receives notice from any federal, state and local governmental authorities, and after an opportunity to contest said orders and directives; and
  - (ii) defend, indemnify and hold harmless mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise arising out of, or in any way related to: (A) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil, water, vegetation, building, personal property, persons or animals thereof; (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Materials; (C) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials; and/or (D) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of mortgagee, which are based upon or in any way related to such hazardous Materials including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court

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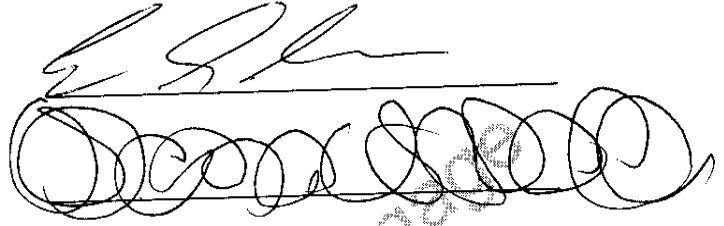
costs and litigation expenses.

2. Default in any of the covenants or conditions of this instrument or of the Note secured hereby shall terminate the mortgagor's right to possession, use and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagors shall have such right until default).
3. The mortgagor covenants and agrees that if it shall fail to pay the Indebtedness Hereby Secured or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or any note secured hereby, the entire Indebtedness Hereby Secured shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assigns, regardless of the maturity, and the mortgagee or its assigns may after entry of Judgment of Foreclosure and Sale sell said property without appraisal (the mortgagors having waived and assigned to the mortgagee all rights of appraisal) pursuant to the laws of the State of Illinois governing the disposition of said property.
4. The proceeds of any sale of said property in accordance with the preceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting and maintaining said property, and reasonable attorneys' fees; secondly, to pay the Indebtedness hereby Secured; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.
5. In the event said property is sold at a judicial foreclosure sale, and the proceeds are not sufficient to pay the Indebtedness Hereby Secured, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.
6. In the event the mortgagor fails to pay any Federal, state or local tax assessment, income tax or other tax lien, charge, fee or other expense charged against the property that it is deemed the mortgagor is liable for, the mortgagee is hereby authorized at its option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the Indebtedness Hereby Secured, subject to the same terms and conditions applicable under this mortgage and the Note secured hereby. If the mortgagor shall pay and discharge the Indebtedness Hereby Secured, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing and executing this mortgage, then this mortgage shall be canceled and surrendered.
7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby.
9. A judicial decree, order or judgment holding any provision of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

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10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 3450 WASHINGTON\*, Illinois \_\_\_\_\_, with copies to Brian T. Garelli & Associates, P.C., 340 W. Butterfield Road, Suite 2A, Elmhurst, IL 60126, and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 2236 W. GRAND, CHICAGO, Illinois 60613 \_\_\_\_\_, with copies to Nona Brady, Attorney At Law, 11801 Southwest Highway, Suite 2S, Palos Heights, IL 60463. \* Suite 2700 CHICAGO, IL 60606

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.



State of Illinois )  
 ) SS  
 County of Cook )

The undersigned, a Notary Public, in and for said county, in the aforesaid State, do hereby certify that Eric Schoonvelt & Shayna Schoonveld of Chicago, Illinois and known to me to be the said persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Dated: February 22, 2003

*Jeannette Campbell*  
 NOTARY PUBLIC

