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Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 08/19/2003 07:54 AM Pg: 1 of 8

CAOFFICE:ROGERS/RODRIGUE.6MT/062503
PREPARED BY AND AFTER
RECORDING RETURN TO:
William B. Phillips, Esq.
McParland & Phillips
180 North Wacker Drive
Chicago, Illinois 60606

494386

FOR RECORDERS USE ONLY

MORTGAGE

THIS MORTGAGE made this 30th day of June, 2003, by FERNANDO RODRIGUEZ, a divorced man (the "Mortgagor") for the benefit of TECTONICS, L.L.C., an Illinois limited liability company (the "Mortgagee").

WITNESSETH:

A. Pursuant to the terms of a Real Estate Sale Contract dated June 10, 2003 (the "Contract") the Mortgagee has sold to the Mortgagor the Premises (as hereinafter defined).

B. As partial payment of the purchase price, the Mortgagor has agreed to pay to the Mortgagee the sum of THIRTY THOUSAND FIVE HUNDRED DOLLARS (\$30,500.00) (the "Principal Amount") which if not sooner paid, shall be due and payable on June 30, 2006 (the "Maturity Date").

GRANTING CLAUSES

NOW, THEREFORE, to secure the payment of the Principal Amount, and to secure payment of all other sums which may be at any time due and owing to the Mortgagee or its successors and assigns under this Mortgage (herein referred to collectively as the "Indebtedness Hereby Secured"); and to secure the performance and observance of all the covenants, agreements and provisions contained in this Mortgage and to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor has mortgaged, granted, bargained, sold, conveyed, assigned, transferred, pledged and set over and DOES HEREBY MORTGAGE, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, PLEDGE AND SET OVER unto the Mortgagee, its successors and assigns forever, the land and improvements which are legally described on Exhibit "A" attached hereto (the "Premises").

PROVIDED, NEVERTHELESS, that if the Mortgagor shall pay in full when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the covenants

TICOR TITLE INSURANCE

BOX 15

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and conditions herein required to be performed and observed by the Mortgagor, then the Mortgagee shall execute and deliver to the Mortgagor such instruments as may be reasonably requested by the Mortgagor which are sufficient to release this Mortgage.

THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

SECTION 1

Payment of Indebtedness; Performance of Covenants, Maintenance, Repair, Compliance with Law, Use, Etc.

The Mortgagor shall (a) pay the Indebtedness Hereby Secured when due; (b) pay all operating costs and expenses of the Premises when due; (c) comply with all legal requirements applicable to all or any portion of the Premises, or the use and occupancy thereof, and observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and concessions that are applicable to all or any portion of the Premises or the use and occupancy thereof; and (d) refrain from any action and correct any condition known to the Mortgagor or which would materially increase the risk of fire or other hazard to the Premises or any portion thereof.

SECTION 2

Liens, Contest and Defense of Title

The Mortgagor shall not create or suffer or permit any lien, charge or encumbrance to attach to or be filed against the Premises or any part thereof, or interest thereon, whether such lien, charge or encumbrance is on a parity, inferior or superior to the lien of this Mortgage, including but not limited to liens for labor or materials with respect to the Premises ("Mechanic's Liens").

SECTION 3

Tax, Insurance and Condominium Assessment Deposits and Application

In addition to the payment of Indebtedness, Mortgagor shall pay to Mortgagee, concurrently with the payments required pursuant to Note, an amount equal to the real estate taxes, condominium assessments and special assessments, if any, next due on Premises, plus the premiums that will next become due and payable on insurance policies, as estimated by Mortgagee, less all sums already paid therefore, divided by the number of months to elapse before one month prior to the date when such taxes, assessments and premiums will become delinquent. Any funds held by Mortgagee, or its duly authorized agent under the provisions of this paragraph, will be held in trust to pay real estate taxes, assessments and insurance premiums when the same become due and payable, and no interest will accrue or be allowed to Mortgagor, except as provided by separate agreement between Mortgagor and the servicing agent of Mortgagee.

In the event the amount deposited with Mortgagee as required in the paragraph immediately preceding this paragraph shall not be sufficient to pay said real estate taxes, assessments or

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insurance premiums in full when due, Mortgagor shall deposit with Mortgagee or its duly authorized agent, an amount sufficient to pay the same. Default in making any of the said payments required for the purpose of providing funds for the payment of taxes, assessments and insurance premiums as aforesaid shall at the option of the Mortgagee, if such default continues for thirty (30) days after written notice from Mortgagee to Mortgagor, mature the entire Indebtedness secured hereby.

In the event the amount deposited with Mortgagee as hereinabove required exceeds the amount required to pay such real estate taxes, assessments and insurance premiums, the surplus shall, upon the written demand of Mortgagor, be refunded to Mortgagor provided no Monetary Default or Non-Monetary Default shall exist.

At such time as indebtedness is to be paid in full, whether by reason of maturity or Mortgagor's election to prepay Indebtedness as provided in Note, the Mortgagee shall apply, as a credit against Indebtedness, all funds held by it pursuant to this Paragraph 3.

If as a result of a Monetary Default or Non-Monetary Default (as hereinafter defined), the Premises are sold, foreclosed upon or Mortgagee acquires Mortgaged Premises otherwise after such Monetary Default or Non-Monetary Default, it shall apply, at the time of commencement of such proceedings, or at the time Premises are otherwise acquired, the balance then remaining of the funds accumulated under the provisions of this paragraph, as a credit against the amount of said principal sum then remaining unpaid under Note.

SECTION 4 Restrictions on Transfer

For the purpose of protecting Mortgagee's security, and keeping the Premises free from subordinate financing liens, Mortgagor agrees that it will not:

(a) sell, assign, transfer, hypothecate, grant a security interest in or convey title to the Premises, or the beneficial interest in any trust holding title to the Premises, or the capital stock of any corporation, or the partnership interests of any partnership, holding title to the Premises or owning the beneficial interest in any trust holding title to the Premises; or

(b) obtain any financing, all or a part of which, will be secured by the Premises or by an assignment of the beneficial interest in any trust holding title to the Premises, or the capital stock of any corporation, or the partnership interests of any partnership, holding title to the Premises or owning the beneficial interest in any trust holding title to the Premises;

without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld, and upon the happening of any such event without the written consent of the Mortgagee shall be an Event of Default hereunder.

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SECTION 5

Events of Default, Remedies

(a) Any one or more of the following events shall constitute an "Event of Default" under this Mortgage:

(i) If any payment required to be made by the Mortgagor is not received by the Mortgagee within ten (10) days after the due date; or

(ii) If a proceeding is instituted seeking a decree or order for relief in respect of the Mortgagor in any case under the Federal bankruptcy laws; or

(iii) If any default shall occur in the due and punctual performance of, or compliance with any of the terms, covenants, conditions or agreements contained herein [other than as described in the preceding clauses (i) and (ii) and the continuance of such default for thirty (30) days after notice thereof shall be given to the Mortgagor by the Mortgagee.

(b) Upon the occurrence of any Event of Default hereunder the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any other right of the Mortgagee hereunder to do any or all of the following without notice to or demand upon the Mortgagor or any party liable for the obligations secured hereby or having an interest in the Premises (except as otherwise specifically required herein or by law):

(i) To declare, without further notice, all Indebtedness Hereby Secured to be immediately due and payable;

(ii) To commence a judicial action to foreclose this Mortgage;

(iii) To exercise any right, power or remedy provided by this Mortgage or the Note or by law or in equity or by any other document or instrument regulating, evidencing, securing or guarantying any of the Indebtedness Secured Hereby.

SECTION 6

Foreclosure

(a) The Mortgagee may bring an action in any court of competent jurisdiction to foreclose this Mortgage or to enforce any of the covenants and agreements hereof or in the Note.

(b) In any proceeding for the foreclosure of the lien hereof, there shall be allowed and included as additional Indebtedness Hereby Secured, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee.

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(c) The foreclosure of this Mortgage on less than the whole of the Premises shall not exhaust the right to foreclose hereunder and the lien and security interests herein granted, and the Mortgagee is specifically empowered to institute successive foreclosures hereunder until the whole of the Premises shall be sold. If the proceeds of any such sale of less than the whole of the Premises shall be less than the aggregate of the Indebtedness Hereby Secured and the expenses of such proceedings, this Mortgage and the lien and security interests hereof shall remain in full force and effect as to the unsold portion of the Premises just as though no sale had been made. The Mortgagor shall never have any right to require the sale or sales of less than the whole of the Premises, or to require the marshalling thereof. The Mortgagee shall have the right, at its sole election, to sell less than the whole of the Premises.

(d) The Mortgagee shall have the right to become the purchaser at any sale of the Premises hereunder and shall have the right to have credited on the amount of its bid therefor all (or any part of) of the Indebtedness Hereby Secured held by it as of the date of such sale.

(e) In case any proceeding taken by the Mortgagee on account of any failure to perform under this Mortgage shall have been discontinued or determined adversely to the Mortgagee, then in every case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Mortgagor and the Mortgagee shall continue as though no such proceeding had been taken, provided, however, nothing contained herein shall be deemed to release any claims Mortgagor may have against Mortgagee.

(f) The Mortgagor hereby agrees to indemnify, defend, protect and hold harmless the Mortgagee and its employees, officers and agents from and against any and all liabilities, claims and obligations which may be incurred, asserted or imposed upon them or any of them as a result of or in connection with any use, operation, lease or consumption of any of the Premises, or any part thereof, or as a result of the Mortgagee seeking to obtain performance of any of the obligations due with respect to the Premises, except from such liabilities, claims or obligations as result from the negligence of the Mortgagee, its employees, officers or agents.

SECTION 7 Proceeds of Sale

The proceeds of any foreclosure of the Premises, or any portion thereof, shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings for the recovery thereof, including all such items as are mentioned in Section 10 hereof; Second, to the payment and performance of any other obligations of the Mortgagor secured hereby, including without limitation all other items which, under the terms hereof, constitute Indebtedness Hereby Secured in addition to that evidenced by the Note, with interest thereon at the Default Rate in such order and manner as the Mortgagee shall determine; Third, to the unpaid Principal Amount; and Fourth, any balance remaining to the Mortgagor.

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SECTION 8 Rights Cumulative

(a) Each right, power and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter provided by law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee.

(b) No waiver or modification of any of the terms of this Mortgage shall be binding on the Mortgagee unless set forth in writing signed by the Mortgagee and any such waiver by the Mortgagee of any Event of Default by the Mortgagor under this Mortgage shall not constitute a waiver of any other Event of Default under the same or any other provision hereof.

(c) The exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

SECTION 8 Governing Law; Invalidity of Certain Provisions

(a) This Mortgage shall be construed and enforced according to the laws of the State of Illinois, without reference to the conflicts of law principles of that State.

(b) The whole or partial invalidity, illegality or unenforceability of any provision hereof at any time, whether under the terms of then applicable law or otherwise, shall not affect (i) in the case of partial invalidity, illegality or unenforceability, the validity, legality or enforceability of such provision at such time except to the extent of such partial invalidity, illegality or unenforceability; or (ii) the validity, legality or enforceability of such provision at any other time or of any other provision hereof at that or any other time.

SECTION 9 Time is of the Essence

Time is of the essence of this Mortgage and the Note.

SECTION 10 Costs and Expenses

In the event any legal proceedings are instituted by either party to enforce the provisions of this Mortgage, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.

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IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly executed and delivered as of the day and year first above written.

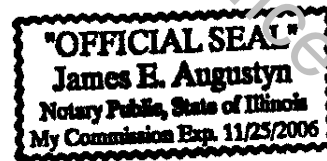
Fernando Rodriguez
FERNANDO RODRIGUEZ

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, *JAMES AUGUSTYN*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FERNANDO RODRIGUEZ, a divorced man, 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 and delivered the said instrument as his own free and voluntary act.

GIVEN under my hand and seal this *30* day of *June*, 2003

James Augustyn
Notary Public



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EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1: Unit 3113-2 all in Bernice Terraces Condominium as delineated on survey of the following described parcel of real estate: Part of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 36 North, Range 15, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 97289877, as amended from time to time together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Parcel 2: Easements for ingress and egress for the benefit of Parcel 1 as set forth in Declaration and Grant of Easement recorded April 28, 1997 as Document 97-289876.

Property Address: Unit 3113-2, 3101-3151 Bernice Road
Evanston, Illinois 60438

Permanent Index No.: 30-30-408-057-1056

Property of Cook County Clerk's Office