

UNOFFICIAL COPY

04057872

MORTGAGE

Box 260

THE MORTGAGORS', EDWARD L. NAVARRO, never married, JOHN NAVARRO, a married person, and MICHAEL J. NAVARRO, a married person of the City of Chicago, in the County of Cook, and State of Illinois, Mortgage and Warrant to ARLYNN R. GRIMM, of the Village of Glen Ellyn, County of DuPage and State of Illinois, to secure the payment of a certain Promissory Note, executed by EDWARD L. NAVARRO, JOHN NAVARRO, and MICHAEL J. NAVARRO, bearing even date herewith, payable to the order of:

*also known as Mike J. Navarro

ARLYNN R. GRIMM: at 21 W 661 Dorchester Court
Glen Ellyn, Illinois 60137

pursuant to this document and secured by property located in Cook County, Illinois and legally described as:

LOT TWENTY SEVEN (27) IN BLOCK ONE (1) IN S. E. GROSS' SECOND UNDER DEN LINDEN ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS THREE (3) AND FOUR (4) IN BRANDS' SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION TWENTY SIX (26), TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

and more commonly known as: 3105 North Bernard, Chicago, Illinois 60618.

PERMANENT PARCEL NO. 13-26-203-023

situated in the county of Cook, in the state of Illinois, hereby releasing and waiving all rights under and by virtue of the HOMESTEAD EXEMPTION LAWS of this state.

A) Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special assessments, water charges, sewer service charges and other charges against the premises when due and shall upon written request, furnish to the Mortgagee duplicate receipts thereafter. Mortgagee may, at Mortgagee's option, obtain coverage to protect Mortgagee's interest in the property at Mortgagors expense if Mortgagee is of the information and belief that Mortgagees' interest is not sufficiently protected by adequate insurance.

B) Mortgagors shall keep all buildings and improvements now or hereafter on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the mortgagee, under insurance policies payable, in case of loss or damage to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

C) The indebtedness evidenced by this Note is secured by the following collateral, and reference is made to the documents evidencing the same for additional rights as to acceleration of the indebtedness evidenced by this Note.

FIRST MORTGAGE bearing even date herewith from NAVARRO (Mortgagor in this document), on real estate located in Cook County, Chicago, Illinois.

D) Except as hereinafter permitted, any sale, conveyance, or transfer of any right, title, or interest, including the equity of redemption, in the premises described in the Mortgage which secure the indebtedness evidenced hereby or any portion thereof, without the prior written approval of the Note Holder, shall constitute a default hereunder on account of which the Note Holder may declare the entire indebtedness evidenced by this Note to be immediately due and payable. The foregoing notwithstanding, the following shall be permitted:

- D-(a). The creation of lien encumbrance securing any subsequent indebtedness so long as such subsequent partial assignment is subordinate to the security of this Note.
- D-(b). The creation of a purchase money security interest for appliances or tenant fixtures.
- D-(c). A transfer by devise, descent, or by operation of law upon the death of a joint beneficiary, or
- D-(d). The grant of any leasehold interest of three (3) years or less not containing an option to purchase.

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\$ 23.00

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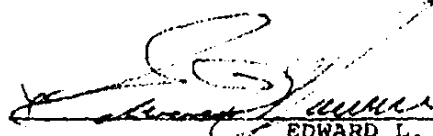
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E) If the Note Holder exercises such option to accelerate, they shall mail to NAVARRO notice of acceleration which shall provide a period of not less than ninety (90) days from the date notice is mailed within which NAVARRO may pay the sums declared due. If NAVARRO fails to pay such sums prior to the expiration of such period, the GRIMM may, without further notice or demand on NAVARRO invoke any remedies permitted hereunder and in the documents evidencing the collateral securing this indebtedness.

G) MORTGAGOR will be in default if any of the following happens: (a) failure to make any payment when due. (b) break any promise made to LENDER, or fail to perform promptly at the time and strictly in the manner provided in this Note or any agreement related to this Note.

H) Upon default, LENDER may declare the entire unpaid principal balance and all accrued unpaid interest immediately due. Upon default, including failure to pay upon final maturity, LENDER, at its option, may also, if permitted under applicable law, increase the interest rate on this Note two (2.00%) percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. LENDER may hire or pay someone else to help collect this NOTE if MORTGAGOR does not pay. MORTGAGOR will pay, subject to any limits under applicable law, LENDER'S attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, MORTGAGOR will also will pay any court costs, in addition to all other sums provided by law. THIS NOTE HAS BEEN DELIVERED TO LENDER AND ACCEPTED IN THE STATE OF ILLINOIS. IF THERE IS A LAWSUIT, MORTGAGOR AGREES UPON LENDER'S REQUEST TO SUBMIT TO THE JURISDICTION OF THE COURTS OF DUPAGE COUNTY, THE STATE OF ILLINOIS. LENDER AND MORTGAGOR HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

Dated this 9TH day of DECEMBER 1994.

 (SEAL)
EDWARD L. NAVARRO

 (SEAL)
MICHAEL J. NAVARRO
*also known as Mike J. Navarro

 (SEAL)
JOHN NAVARRO
J.

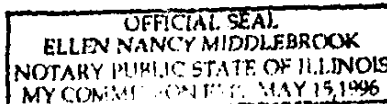
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EDWARD L. NAVARRO, JOHN NAVARRO, and MICHAEL J. NAVARRO* personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, if any.

*also known as Mike J. Navarro

Given under my hand and seal this 9th day of December 1994.

Notary Public
Commission expires:



THIS INSTRUMENT WAS PREPARED BY AND UPON RECORDING SHALL BE MAILED TO:

HOYT & WALLER, a professional corporation - LESLIE W. UENST - 1275 E. Butterfield Road - Suite 110
Wheaton, Illinois 60187 - T&A# C-4051-10/WW-26 - (708) 668-3000 - Fax #: (708) 663-4870 - December 8, 1994

DEPT-01 RECORDING 23.00
T#0001 TRAN 6542 12/20/94 12:41:00
#6926 # CG *-04-057872
COOK COUNTY RECORDER

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