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Prepared by and return to:
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Chicago, Illinois 60611

Doc#: 0406345178
Eugene "Gene" Moore Fee: \$40.50
Cook County Recorder of Deeds
Date: 03/03/2004 12:35 PM Pg: 1 of 9



MORTGAGE

THIS MORTGAGE (this "Mortgage") is made as of February 18, 2004, by JOHN ANDALCIO 2004 GIFT TRUST dated February 2, 2004 and JOHN ANDALCIO, of 850 Des Plaines Avenue, Apartment 204, Forest Park, Illinois, individually (collectively, "Borrower") to DAVID ANDALCIO, of 633 South Plymouth Court, Suite 1A, Chicago, Illinois (the "Lender").

Borrower has executed and delivered to Lender a Promissory Note (the "Note") of even date herewith payable to the order of Lender in the principal sum of Eighty Five Thousand Two Hundred and Twelve Dollars and no/100 (\$85,212.00), bearing interest and payable as set forth in the Note, and due on February 18, 2034.

In order to secure the payment of the principal indebtedness under the Note and interest and premiums on the principal indebtedness under the Note (and all replacements, renewals and extensions thereof, in whole or in part) and to secure the payment of all other sums which may be at any time due under the Note or this Mortgage (collectively sometimes referred to herein as "Indebtedness"); and to secure the performance and observance of all the provisions contained in this Mortgage or the Note, and the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower DOES HEREBY MORTGAGE AND CONVEY unto Lender, its successors and assigns forever, the real estate described on Exhibit "A" with the improvements thereon, including all fixtures, rents, leases, appurtenances, rights and interests (which are referred to herein as the "Premises").

TO HAVE AND TO HOLD the Premises, unto the Lender, its successors and assigns, forever, for the purposes herein set forth together with all right to possession of the Premises after the occurrence of any Default as hereinafter defined.

BORROWER FURTHER AGREES AS FOLLOWS:

1. *Payment of Indebtedness and Performance of Covenants.* Borrower shall (a) pay the Indebtedness when due and (b) punctually perform and observe all of the requirements of the Note and this Mortgage.
2. *Covenant of Title.* The John Andalcio 2004 Gift Trust has good and indefeasible title to the Premises in fee simple and with good right and full power to sell, mortgage and

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convey the same. Borrower will warrant and defend the Premises against all lawful claims and demands whatsoever.

3. *Maintenance, Repair, Compliance with Law, Use, etc.* Borrower shall (a) promptly repair or restore any portion of the improvements located on the Property ("Improvements") which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for that purpose; (b) keep the Premises in good condition and free from waste; (c) pay all operating costs of the Premises; (d) complete, within a reasonable time, any building or other Improvements at any time in the process of erection upon the Premises; (e) comply with all requirements of law relating to the Premises and the use thereof, (f) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Improvements; (g) comply with any restrictions of record with respect to the Premises; and (h) cause the Premises to be managed in a competent manner. Without the prior written consent of Lender, Borrower shall not cause, suffer or permit any (i) material alterations of the Premises except as required by law; (ii) change in the intended use of the Premises; (iii) zoning reclassification with respect to the Premises; or (iv) unlawful use of, or nuisance to exist upon, the Premises.

4. *Liens, Prohibition.* Borrower shall not create or suffer or permit any encumbrance to attach to or be filed against the Premises, excepting only (i) the lien of real estate taxes and assessments not due; (ii) any liens and encumbrances of Lender; and (iii) any liens subordinate to this Mortgage.

5. *Taxes.* Borrower shall pay when due all taxes, assessments, and charges of every kind levied or assessed against the Premises or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called "Taxes"), whether or not assessed against Borrower, and Borrower shall furnish to Lender receipts therefor on or before the date the same are due; and shall discharge any claim or lien relating to Taxes upon the Premises.

6. *Insurance Coverage.* Borrower will insure the Premises against such perils and hazards, and in commercially reasonable amounts and limits. All insurance policies shall (i) include, when available, non-contributing mortgagee endorsements in favor of and with loss payable to Lender, (ii) include standard waiver of subrogation endorsements, (iii) provide that the coverage shall not be terminated or materially modified without thirty (30) days advance written notice to Lender and (iv) provide that no claims shall be paid thereunder without ten (10) days advance written notice to Lender. Borrower will deliver a certificate of insurance evidence such insurance coverage upon the execution of this Mortgage.

7. *Defaults.* If one or more of the following events (herein called "Defaults") shall occur:

7.1. If Borrower, after the expiration of any applicable grace periods, fails to make payments of amounts owed under the Note or this Mortgage when due;

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7.2. If a default continues for thirty (30) days after notice thereof by Lender to Borrower in the punctual performance or observance of any other agreement or condition herein contained;

7.3. If Borrower (i) files a voluntary petition in bankruptcy or for relief under the Federal Bankruptcy Act or any similar state or federal law; (ii) files a pleading in any proceeding admitting insolvency; or (iii) makes an assignment for the benefit of creditors or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises;

7.4. If within ninety (90) days after the filing against Borrower of any involuntary proceeding under the Federal Bankruptcy Act or similar state or federal law, such proceedings shall not have been vacated;

7.5. If a substantial part of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within ninety (90) days; or

7.6. If any order appointing a receiver, trustee or liquidator of Borrower or all or a major part of Borrower's property or the Premises is not vacated within ninety (90) days following the entry thereof;

then Lender may, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Lender hereunder, declare, without further notice, all Indebtedness to be immediately due with interest thereon, whether or not such Default be thereafter remedied by Borrower, and Lender may immediately proceed to foreclose the lien of this Mortgage and to exercise any right provided by this Mortgage, the Note or otherwise.

8. *Foreclosure.* When the Indebtedness shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof in accordance with the applicable provisions of the Illinois General Laws, as amended (the "Foreclosure Law") and to exercise any other remedies of Lender provided in the Note, this Mortgage, or which Lender may have at law, in equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale all costs, expenses and attorneys' fees which may be paid or incurred by or on behalf of Lender and permitted by the Foreclosure Law to be included in such decree.

9. *Rights Cumulative.* Each right herein conferred upon Lender is cumulative and in addition to every other right provided by law or in equity, and Lender may exercise each such right in any manner deemed expedient to Lender. Lender's exercise or failure to exercise any right shall not be deemed a waiver of that right or any other right or a waiver of any default. Except as otherwise specifically required herein, Lender is not required to give notice of its exercise of any of its right under this Mortgage.

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10. *Effect of Extensions and Amendments.* If the payment of the Indebtedness be extended or varied, or if any part of the security or guaranties therefor be released, all persons at any time liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Lender, notwithstanding any such extension, variation or release. Any person, firm or corporation taking any other mortgage, or other lien upon the Premises or any part thereof or any interest therein, shall take the said lien subject to the rights of Lender to amend, modify, extend or release the Note, this Mortgage or any other document or instrument evidencing, securing or guarantying the Indebtedness, in each case without obtaining the consent of the holder of such other lien and without the lien of this Mortgage losing its priority over the rights of any such other lien.

11. *Future Advances.* At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures as part of the Indebtedness the payment of all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by Lender in connection with the Indebtedness, all in accordance with the Note and this Mortgage. All such advances are intended by the parties hereto to be a lien on the premises from the time this Mortgage is recorded, as provided in the Foreclosure Law.

12. *Subrogation.* If any part of the indebtedness is used directly or indirectly to satisfy, in whole or in part, any prior encumbrance upon the Premises or any part thereof, then Lender shall be subrogated to the rights of the holder thereof in and to such other encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

13. *Governing Law.* This Mortgage shall be construed and enforced according to the laws of the State of Illinois.

14. *Time of the Essence.* Time is of the essence of the Note, this Mortgage, and any other document or instrument evidencing or securing the Indebtedness.

15. *Captions and Pronouns.* The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

16. *Notices.* Any notice or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given when (i) personally delivered, (ii) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth below, or (iii) on the second business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to the other party by notice in accordance herewith.

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To Lender: David Andalcio
633 South Plymouth Court
Suite 1A
Chicago, Illinois 60605

To Borrower: John Andalcio
850 Des Plaines Avenue
Unit # 204
Forest Park, Illinois 60130

With a copy to:

Rachelle Holtz
633 South Plymouth Court
Suite 1A
Chicago, Illinois 60605

[SIGNATURE PAGE FOLLOWS]

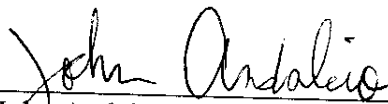
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Except as otherwise specifically required herein, notice of the exercise of any right, power or option granted to Lender by this Mortgage is not required to be given.



Rachelle Holtz, as Trustee of the John
Andalcio 2004 Gift Trust



John Andalcio

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STATE OF ILLINOIS)
)ss
COUNTY OF _____)

I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rachelle Holtz, personally known to me to be the Trustee of JOHN ANDALCIO 2004 GIFT TRUST, and 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 as such he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2 day of MARCH, 2004.

Deborah Oppenhaus
Notary Public

My Commission Expires: 7/24/07



STATE OF ILLINOIS)
)ss
COUNTY OF _____)

I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN ANDALCIO, 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 as such he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2 day of MARCH, 2004.



Deborah Oppenhaus
Notary Public

My Commission Expires: 7/24/07

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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

UNIT 204 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

PARCEL 1: THE NORTH 52 FEET OF BLOCK 5 (EXCEPT THE EAST 103½ FEET THEREOF) IN DUNLOP'S ADDITION TO OAK PARK IN THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE TRIANGULAR PIECE OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID ABOVE DESCRIBED LAND, THENCE RUNNING EASTERLY ALONG THE EASTERLY LINE OF DES PLAINES AVENUE, 26 FEET; THENCE RUNNING AT RIGHT ANGLES FROM SAID LINE IN A SOUTHEASTERLY DIRECTION ABOUT 48 FEET TO THE SOUTH LINE OF SAID ABOVE DESCRIBED LAND; THENCE RUNNING WEST ALONG SAID SOUTH LINE OF SAID LAND TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF BLOCK 5 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EASTERLY LINE OF DES PLAINES AVENUE AT ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 52.0 FEET OF SAID BLOCK 5, THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF DES PLAINES AVENUE 26.0 FEET, THENCE SOUTHEASTERLY PERPENDICULAR TO SAID EASTERLY LINE OF DES PLAINES AVENUE TO A POINT ON THE SOUTH LINE OF THE SAID NORTH 52.0 FEET OF BLOCK 5; THENCE EAST PARALLEL WITH THE NORTH LINE OF THE SAID BLOCK 5 TO A POINT 115.0 FEET WEST OF THE EAST LINE OF THE SAID BLOCK 5; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 5, 63.0 FEET; THENCE WESTERLY TO A POINT ON THE EASTERLY LINE OF DES PLAINES AVENUE 74.74 FEET SOUTHWESTERLY OF THE POINT OF BEGINNING,

THENCE NORTHEASTERLY TO SAID POINT OF BEGINNING (EXCEPTING FROM THE SAID DESCRIBED PROPERTY THE EAST 7.0 FEET THEREOF) ALL IN DUNLOP'S ADDITION TO OAK PARK, A SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ AND PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 13 TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE SOUTH 94 FEET OF THE NORTH 209 FEET (EXCEPT THE EAST 117.25 FEET THEREOF) OF BLOCK 5 IN DUNLOP'S ADDITION TO OAK PARK IN THE WEST ½ OF THE SOUTHWEST ¼ AND IN THAT PART OF THE EAST ½ OF THE SOUTHWEST ¼ LYING SOUTHEAST OF DES PLAINES AVENUE IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4: (EXCEPT THE EAST 150 FEET) OF THE SOUTH 69 FEET OF THE NORTH 278 FEET OF BLOCK 5 IN DUNLOP'S ADDITION TO OAK PARK IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION MADE BY MAYWOOD PROVISO STATE BANK AS TRUSTEE UNDER TRUST NUMBER 3157 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT 22678444, TOGETHER WITH IT'S 1.3799 UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND TOGETHER WITH PARKING SPACE NUMBER 72 AS SHOWN ON THE PLAT OF SURVEY.

Property Address: 850 Des Plaines Avenue, Apartment #204, Forest Park, Illinois 60130

Permanent Index Number: 15-13-303-033-1011

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