

CAPPS SML

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Doc#: 0431744013
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 11/12/2004 12:52 PM Pg: 1 of 3

MORTGAGE

This Mortgage is made by
Filemon Bahena
and Aurelia Bahena
with an address of
5215 W Demming
Chicago, IL 60639
("Mortgagor"), to
Srdjan B. Kundacina
PO Box 257954
Chicago, IL 60625
("Mortgagee").

Mortgagor is indebted to Mortgagee
in the principal sum of exactly
\$22,500.00 with interest at the rate of
certain promissory note dated
incorporated herein by reference.

(FOR RECORDER'S USE ONLY)

7.00% percent per year, payable as provided in a
. The terms and conditions of such promissory note are

Therefore, to secure the payment of the above indebtedness, Mortgagor hereby mortgages and conveys to Mortgagee all the following real estate:

Property ID: 13-22-428-015-0000
Legal: Lot 53 in E.S. Dohr's subdivision of all (except the South 10 acres)
of Lot 1 in County Clerk's division of that part of the
Southeast 1/4 of Section 22,
Township 40 North,
Range 13,
East of the Third Principal Meridian in
Cook County, Illinois.

the land and building commonly known as: 3333 N Karlov Chicago, IL 60634

Subject to no additional financing is to be placed on property without the prior written consent of mortgagee
Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.
To have and to hold the same, together with all the buildings, improvements and appurtenances
belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.

Mortgagor covenants with Mortgagee that:

1. Mortgagor will promptly pay the above indebtedness when due;
2. Mortgagor will promptly pay and discharge all real estate taxes, assessments and charges assessed upon the property when due, and in default thereof, Mortgagee may pay the same and such amounts will also be secured by this Mortgage;
3. Mortgagor will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty in the name of Mortgagee in such an amount and with such company as shall be acceptable to Mortgagee, and in default thereof, Mortgagee may effect such insurance and such amounts will also be secured by this Mortgage;
4. Mortgagor will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair;
5. Mortgagor will not remove or demolish any building or improvement on the property without the consent of Mortgagee;

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6. If Mortgagor shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable;

7. Mortgagor hereby assigns to Mortgagee all rents and profits of the property, if any, as additional security for the above indebtedness

8. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this Mortgage; and

9. Mortgagor will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such promissory note is not paid when due, or if default shall be made by Mortgagor in the performance of any agreement, term or condition of this Mortgage or such promissory note, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Mortgage or otherwise, in the manner provided by law. Mortgagor shall pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee by reason of Mortgagor's default.

Provided, however, that if Mortgagor shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Mortgage and such promissory note, then this Mortgage shall be null and void.

The rights and remedies of Mortgagee herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Mortgagee at law or equity. Failure of Mortgagee to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Mortgage shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Mortgage is made upon the STATUTORY CONDITION, for any breach of which Mortgagee will have the STATUTORY POWER OF SALE, if existing under applicable law.

IN WITNESS WHEREOF, this Mortgage is executed under seal on

Signed, sealed and delivered in the presence of:

Filenon Bahena

Filenon Bahena
(Signature of Mortgagor)

(Signature of witness)

Aurelia Bahena

Aurelia Bahena
(Signature of Mortgagor)

(Signature of witness)

Srdjan B. Kundacina

Srdjan B. Kundacina
(Signature of Mortgagee)

(Signature of witness)

FROM : COMML CAP

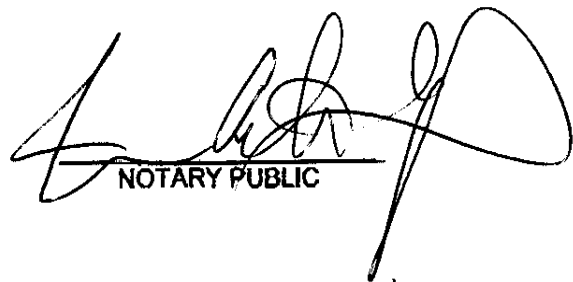
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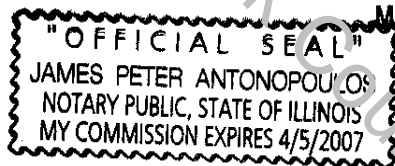
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State of Illinois }
 } ss.
 County of Cook }

In Cook County Illinois, on November 6, 2003 before me, a Notary Public in and for the above state and county, personally appeared, known to me or proved to be the person(s) named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.


 NOTARY PUBLIC



My Commission Expires: 4/5/07

(SEAL)

This Mortgage was prepared by:

Srdjan P. Kundacina
 PO Box 257054
 Chicago, IL 60625

After recording, return to:

Angela Imbierowicz, Esq.
 1301 W. 22nd St., #1012
 Oak Brook, IL 60523

~~Srdjan P. Kundacina~~
~~PO Box 257054~~
~~Chicago, IL 60625~~