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GIT MORTGAGE



Doc#: 0507747139
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 03/18/2005 12:09 PM Pg: 1 of 6

THIS MORTGAGE is made this 11th day of March, 2005, between the Mortgagor, RODERICK V. GARDINER, married to YOLANDA GARDINER (herein Borrower), and the Mortgagee, HUDA MATARIEH, whose address is 7059 West 111th Street, Worth, Illinois 60482, herein Lender);

312430862
WHEREAS, Borrower is indebted to Lender in the principal sum of EIGHTY-FOUR THOUSAND DOLLARS AND 00/100 (\$84,000.00) which indebtedness is evidenced by Borrower's note dated the 11th day of March, 2005, (herein Note), provided for in monthly installments of principal and interest in the amount of SEVEN HUNDRED FIFTY-FIVE DOLLARS AND 03/100 (\$755.03) beginning March 11, 2005. Principal and Interest with the balance of the indebtedness, if not sooner paid, due and payable on March 11 2006.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 14 hereof (herein Future Advances), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois, which has the address of 6359 South Seeley, Chicago, Illinois 60636, (herein Property Address);

PARCEL 1: 6359 South Seeley, Chicago, Illinois 60636

PINS: 20-19-107-025-0000
20-19-107-024-0000

LOTS 27 AND 28 IN BLOCK 9 IN SOUTH LYNNE, BEING A SUBDIVISION IN THE NORTH ½ OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions hereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the Property.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and the Borrower will warrant and defend generally the title to the Property against all claims and

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demands subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

Late Charges. If the note holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the note holder. The amount of the charge will be \$50.00. If the full amount of any monthly payment is not received by the end of 15 calendar days the amount of \$100.00 will be due.

If default be made in payment of any of said installments at the times and in the manner aforesaid (time being of the essence of this agreement) then at the option of the holder hereof, the entire amount of said principal then remaining unpaid, with all interest then accrued thereon shall immediately become due and payable and collectable without notice of demand therefore. If this note shall become in default and shall be placed in the hands of an attorney for collection, all parties liable hereon agree to pay to the holder hereof a reasonable attorney's fee for the collection hereof. Presentment, protest, notice of dishonor and notice of protest of this note are hereby waived by all parties now or hereafter to become liable hereon as makers, endorser or otherwise.

2. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that the Lender shall give Borrower 48-hours notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

3. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

4. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

5. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

6. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of

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paragraph 10 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

7. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

8. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provision of the Mortgage and the Note are declared to be severable.

9. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

10. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 10, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 7 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 11 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

11. **Acceleration; Remedies.** Except as provided in paragraph 10 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail

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notice to Borrower as provided in paragraph 7 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

12. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 11 hereof, including, but not limited to, reasonable attorneys' fees ; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

13. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 11 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 11 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following the judicial sale. Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

14. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

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15. **Payment of Taxes.** Mortgagor shall pay each installment of real estate taxes when due and provide proof of payment to the Mortgagee within seven days of the due date. Failure of the Mortgagor to pay said real estate taxes when due, shall constitute an event of default.

The Mortgagee may, but shall not be required, to advance the payment of general real estate taxes. Any such payments shall be a future advance.

16. **Insurance.** Mortgagor shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to, the replacement value of all improvements, with an insurance company acceptable to Lender. Such insurance shall contain the standard "Mortgagee Clause", and where applicable, "Loss Payee Clause", which shall name and endorse Lender as mortgage and loss payee. Such insurance shall also contain a provision under which the insurer shall give Lender at least 30 days notice before the cancellation, termination or material change in coverage.

If an insurer elects to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property lost or damaged, Lender shall have the option to apply such insurance proceeds upon the Obligations secured by this Mortgage or to have said Property repaired or rebuilt. Mortgagor shall deliver or cause to deliver evidence of such coverage and copies of all notices and renewals relating thereto. Lender shall be entitled to pursue any claim under the insurance if Mortgagor fails to promptly do so.

Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagor fails to pay such premiums, Lender may, at its option, pay such premiums. Any such payment by Lender shall be repayable upon demand of Lender.

17. **Attorneys' Fees.** In the event of any default or action by Lender for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay reasonable attorneys' fees, paralegal fees and other legal expenses incurred by the Lender. Any such reasonable attorneys' fees shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.

18. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay all costs or recordation, if any, and any release fee in effect at that time.

19. **Extension of Due Date.** If Mortgagor is not in default, and if Mortgagor continues to make regular monthly payments, and if notice is given at least 30 days prior to the due date that Borrower has applied for refinancing, then Mortgagor and Mortgagee may negotiate a further extension of the due date.

Waive of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.



 RODERICK GARDINER

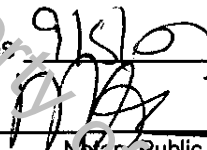
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that RODERICK V. GARDINER, married to YOLANDA GARDINER, 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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11 day of March, 2005 .

My commission expires 9/5/10 _____



Notary Public



Maulto Prepared by:
Prenduzist + Del Principe
3540 W 95th St
Evergreen Park, IL 60805