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0512634156

Doc#: 0512634156
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 05/06/2005 04:30 PM Pg: 1 of 8

MORTGAGE

THIS MORTGAGE is made this 4th day of March, 2005, by Executive Investments Company, 601 Skokie Boulevard, #503, Northbrook, IL 60062 ("Mortgagee"), to Ihor Daliba, 2024 North 74th Avenue, Elmwood Park, IL, 60707 ("Mortgagor").

RECITALS

Mortgagor is the legal title holder of the real estate commonly known as 2528 West Walton Street, Chicago, Illinois 60622, which property is legally described on Exhibit "A" (the "Real Estate"), attached hereto and made a part hereof.

On even date herewith, Mortgagor executed and delivered to Mortgagee a Promissory Note (the "Promissory Note") in the principal amount of Twenty six thousand 00/100 Dollars (\$26,000.00), with interest accruing thereon (the "Indebtedness").

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, Mortgagor DOES HEREBY COLLATERALLY ASSIGN and MORTGAGE unto Mortgagee, her heirs, successors and assigns, the real estate described in Exhibit "A", attached hereto and made a part hereof, which together with the property mentioned in the next five (5) succeeding paragraphs hereto, shall be referred to as the "Real Property";

TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or revisions, in and to the beds of the ways, streets, avenues and alleys adjoining the Real Property;

TOGETHER with all and singular the tenements, hereditaments, easements,

DONE AT CUSTOMER'S REQUEST

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appurtenances, passages, waters, water courses, mineral rights, water rights, riparian rights, other rights, liberties and privileges thereof or in any other claim at law or in equity as well as any after-acquired title, franchise or license and reversions and remainder and remainders hereof;

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all fixtures, furnishings and equipment now or hereafter owned by Mortgagor and attached to or forming a part of or used in connection with the Real Property and all renewals, replacements and substitutions thereof or substitutions therefore, whether or not attached to said building(s), it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Real Property shall, so far as permitted by law, be deemed to be fixtures, a part of the Real Property and security for the Indebtedness;

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Real Property for any taking by eminent domain, either permanent or temporary, of all or any part of the Real Property or any easement or appurtenances thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee.

TOGETHER with all leases or occupancy agreements now or hereafter entered into of the Real Property, or any portion thereof, and all rents, profits, revenues, earnings and royalties therefrom, including but not limited to, cash, letters of credit or securities deposited thereunder to secure performance by the tenants or occupants of their obligations thereunder whether such cash, letters of credit or securities are to be held until the expiration of the terms of such leases or occupancy agreements are applied to one or more of the installments of rent coming due prior to the expiration of such terms including, without limitation, the right to receive and collect rents thereunder.

TO HAVE AND TO HOLD the Real Property, and all other above-described property and rights, unto Mortgagee, her heirs, successors and assigns, forever; Mortgagor hereby **RELEASING AND WAIVING** all rights under and all virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay when due the Indebtedness and duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by Mortgagor, then this Mortgage shall cease and become void and of no effect; but otherwise this Mortgage will remain in full force and effect.

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MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness. Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements to be performed and observed as provided herein; and this Mortgage shall secure the following: (a) the payment of the Indebtedness; and (b) the performance and observance of all of the covenants, and provisions in this Mortgage and the Promissory Note, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged
2. Maintenance, Repair, Restoration, Liens, etc. Mortgagor shall (a) keep the Real Property in good condition and repair, without waste, and free from mechanic's, materialmen's or like non-consensual liens; (b) comply with all requirements of law, municipal ordinance or restrictions and covenants of record with respect to the Real Property; and (c) suffer or permit no unlawful use of, or nuisance to exist upon the Real Property.
3. Taxes. Mortgagor shall cause to be paid before any penalty attaches all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments (the "Taxes"), applicable to the Real Property.
4. Insurance. Mortgagor will keep insured all of the buildings and improvements now or hereafter included within the Real Property. Such insurance shall name Mortgagee as an additional insured and loss payee.
5. Events of Default. One or more of the following events shall be events of default ("Events of Default"):
 - a. A pre- or post-mortum failure of Mortgagor to punctually pay, any payment due under the terms of the Promissory Note, as and when the same is due and payable; or
 - b. If, without the prior written consent of Mortgagee, Mortgagor shall create, effect or consent to or shall suffer or permit (or shall contract for or agree to) any conveyance, sale, assignment, lien, tax lien (for any governmental authority, including the Internal Revenue Service), transfer, or alienation of the Real Property or any part thereof or interest therein, (including without limitation of any beneficial interest), including any leases entered into during the ordinary course of business in each case whether any such conveyance, sale, transfer, lien or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or

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otherwise.

6. Default. If an Event of Default shall occur and Mortgagor shall fail to cure said default within ten (10) days after the Event of Default, the Mortgagee is hereby authorized and empowered, at her option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder to declare, without further notice, all Indebtedness to be immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage or to exercise any right, power or remedy provided by this Mortgage, the Note, by law or in equity conferred.

7. Prior Liens. Mortgagor represents and warrants to Mortgagee that, other than a first mortgage (the "First Mortgage"), there are no material liens, claims or encumbrances against title to the Real Estate. Mortgagee's lien against the Real Estate shall be junior in priority only to the First Mortgage.

8. Foreclosure. When the Indebtedness or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for the indebtedness or any part thereof. Thereafter, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and which may be had pursuant to such decree, the true conditions of the title to or the value of the Real Property. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Real Property and the maintenance of the lien of this Mortgage, including the fees of attorneys employed by Mortgagee in any litigation or proceedings affecting this Mortgage or the Real Property, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceedings, shall be deemed additional Indebtedness and shall be immediately due and payable.

9. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Real Property. Such appointment may be made either before or after sale, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Real Property or whether the same shall be the occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Real Property during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full

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statutory period of redemption, if any, whether there be a redemption or not, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Real Property during the whole of said period.

10. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Real Property shall be distributed and applied in the following order of priority: First, to satisfy in full the indebtedness pursuant to the First Mortgage; Second, on account of all costs and expenses incident to the foreclosure proceedings; Third, to all other items which, under the terms hereof, constitute Indebtedness or additional Indebtedness with post-default interest accruing on these items at the rate of 9% per annum; and Fourth, any remaining amounts to Mortgagor and its successors and assigns.

11. Waiver. Mortgagor hereby covenants that she will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of any stay, exemption, extension, or moratorium law now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Real Property, or any part thereof, prior to any sale or sales thereof to be made, pursuant to any provisions herein contained, or to any decree, judgment or other of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the Real Property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of the Mortgage, on their own behalf and on behalf each and any person acquiring any interest in or title to the Real Property subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of 35 ILCS 5/15-1601, and any statute enacted in replacement or substitution thereof.

12. Further Assurances. Mortgagor will do, acknowledge and deliver all and every further acts, deeds, conveyances, transfer and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, mortgaging, collaterally assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired.

13. Assignment by Mortgagee. Notwithstanding any provision herein which is or may appear to be to the contrary, the Mortgagee may assign, negotiate, pledge or otherwise hypothecate all or any portion of this Agreement or grant participation herein or in any of its rights hereunder, and in case of such assignment, Mortgagor will accord full recognition thereto and agrees that upon the occurrence of an Event of Default

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hereunder all rights and remedies of the Mortgagee in connection with the interest so assigned shall be enforceable against Mortgagor by such assignee with the same force and effect to the same extent as the same would have been enforceable by the Mortgagee but for such assignment. Mortgagor further agrees that copies of this Mortgage and all documents delivered in connection with the Indebtedness or otherwise required to be delivered pursuant to this Mortgage may be furnished to such assignee by the Mortgagee and will be furnished to such assignee directly by Mortgagor if such assignee so requests.

14. Successors. In the event that the ownership of the Real Property becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness in the same manner as with Mortgagor. Mortgagor will give immediate written notice to Mortgagee of any conveyance, lien, assessment, transfer or change in ownership of the Real Property, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 13 hereof.

15. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other rights, power or remedy, express or limited, given now or hereafter existing, at law or inequity, 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 to Mortgagee and the exercise or the beginning of 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. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy, or be construed to be a waiver of any type.

16. Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and her heirs, successors and assigns (including, without limitation, each and every record owner from time to time of the Real Property or any other person having an interest therein), and shall inure to the benefit of Mortgagee and her heirs, successors and assigns.

17. Time of the Essence. Time is of the essence for the Promissory Note and this Mortgage and any order of court and any other document evidencing or securing the Indebtedness.

18. Notice. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party may by notice in writing

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(a) If the Mortgagor: _____

(b) If the Mortgagee: Weissberg and Associates, Ltd.
401 South LaSalle Street Ste. 403
Chicago, Illinois, 60605

Any such other notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

IN WITNESS WHEREOF, the Mortgagors have caused this Mortgage to be duly signed, sealed and delivered the day and year above written.

Ihor Daliba
Ihor Daliba

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, David Dyer, a Notary Public in and for COOK County, in the State of Illinois, DO HEREBY CERTIFY that Ihor Daliba, who is 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 she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of March, 2005.

David Dyer
Notary Public

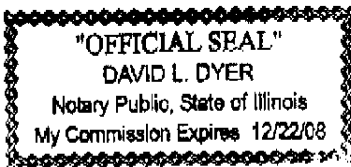


Exhibit A

Legal Description of Mortgaged Real Property

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Exhibit A

Legal Description of Mortgaged Real Property

LOT 37 AND THE EAST 2 ½ FEET OF LOT 36 IN BLOCK 1 IN DEMAREST AND KAMERUN'S COLUMBIAN SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 1 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 2528 West Walton Street, Chicago, Illinois 60622

Permanent Real Estate Index Number: 16-04-419-034-0000

Property of Cook County Clerk's Office