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Cook County Recorder of Deeds
Date: 07/07/2005 03:35 PM Pg: 1 of 13

Steve Fister
Law Offices of Victor J. Cacciatore
527 South Wells Street
Suite 800
Chicago, Illinois 60607

(Space Above For Recorder's Use)

MA
MARIA AGUILAR, as Borrower,

to

GREENPOINT MORTGAGE FUNDING, INC., as Lender

ASSIGNMENT OF LEASES AND RENTS

Dated:	As of June 29, 2005
Property Address:	3014 W. Irving Park Road, Chicago, Illinois 60618
Section:	6
Township:	39 North
Range:	14
Tax Parcel:	13-13-327-027; Volume 335
County:	Cook
Loan No.:	0202293205

First American Title Order # 15750
DEC 2005

13

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THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of June 29, 2005, by **MARIA AGUILAR**, having an address 2936 N. Hoyne, Chicago, Illinois 60618 ("Borrower"), to **GREENPOINT MORTGAGE FUNDING, INC.**, a New York corporation, having an address at P.O. Box 80747, Atlanta, Georgia 30366 ("Lender").

WITNESSETH:

WHEREAS, Lender has agreed to make a loan to Borrower in the aggregate principal amount of FIVE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$525,000.00) (the "Loan") upon, and subject to, the terms and conditions set forth herein and in the other Loan Documents;

WHEREAS, concurrently herewith, Borrower has delivered to Lender its Promissory Note of even date herewith in the amount of the Loan (as the same may hereafter from time to time be modified, amended, replaced, restated, supplemented, renewed, or extended, and any note(s) issued in exchange therefor or in substitution thereof, collectively, the "Note") in evidence of the Loan, with interest from the date hereof at the rates set forth in the Note, such interest and the principal amount thereof to be payable in accordance with the terms and conditions provided in the Note;

WHEREAS, Borrower has delivered that certain, Mortgage, Security Agreement and Fixture Filing (the "Security Instrument"), dated as of the date hereof, to Lender, encumbering Borrower's interest in that certain parcel of land, as more particularly described in Exhibit A attached hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "Property");

NOW THEREFORE, in consideration of the making of the Loan and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Borrower hereby agrees, covenants, represents and warrants with and to Lender as follows:

ARTICLE 1 – ASSIGNMENT

Section 1.1 **PROPERTY ASSIGNED.** Borrower hereby irrevocably, absolutely and unconditionally assigns and grants to Lender all of Borrower's right, title and interest in and to the following property, rights, interests and estates now owned or hereafter acquired by Borrower, whether now owned or hereafter acquired (collectively, the "Assigned Property"):

(a) **Leases and Other Agreements.** All existing and future leases and all other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code together with any extension, renewal or replacement of the same (collectively, the "Leases"); this Assignment of all such other present and future Leases being effective without further or supplemental assignment.

(b) **Rents.** All rents, additional rents, revenues, income, issues and profits (including all oil and gas or other mineral royalties and bonuses), deposits, accounts and other benefits arising from the Leases and renewals and replacements thereof or otherwise from the use, enjoyment and occupancy of the Property, and any cash or security deposited in connection therewith, whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "Rents").

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(c) Bankruptcy Claims. All claims and rights (the "Bankruptcy Claims") to the payment of damages and other claims arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(d) Lease Guaranties. All claims and rights under any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty" and collectively, the "Lease Guaranties") given to Borrower by any guarantor in connection with any of the Leases (individually, a "Lease Guarantor" and collectively, the "Lease Guarantors").

(e) Proceeds. All proceeds from any sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(f) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation, the immediate and continuing right to make claim for, receive, collect and apply all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(g) Entry. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents and to enforce the Leases.

(h) Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(i) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (h) above, and all amendments, modifications, replacements, renewals, extensions, supplements, restatements and substitutions thereof.

ARTICLE 2 - TERMS OF ASSIGNMENT

Section 2.1 PRESENT ASSIGNMENT AND LICENSE BACK. It is intended by Borrower that this Assignment constitute a present, complete, effective, irrevocable, absolute and unconditional assignment of the Assigned Property, and not an assignment for additional security only. Nevertheless, subject to the terms of this Assignment and the Security Instrument, Lender grants to Borrower a revocable license to collect and receive the Rents and other sums payable pursuant to any of the Assigned Property unless and until there shall be an Event of Default. Borrower shall hold a sufficient portion of the Rents and all sums payable pursuant to any of the Assigned Property in trust for the benefit of Lender to discharge all current sums due on the Debt.

Section 2.2 NOTICE TO LESSEES. Borrower does hereby specifically authorize, instruct and direct each and every present and future tenant, occupant, lessee and licensee of the whole or any part of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums payable under the other Assigned Property upon receipt of demand from Lender so to pay the same upon the occurrence of an Event of Default. Borrower hereby agrees that each such present and future tenant, occupant, lessee, licensee and Lease Guarantor may rely upon such written demand from Lender so to pay the Rents and other sums without any inquiry into whether there exists an Event of Default or whether Lender is otherwise entitled to such Rents and other sums. Borrower hereby waives any right, claim or demand which Borrower may have against any present or future tenant,

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occupant, lessee, licensee or Lease Guarantor by reason of such payment of Rents and other sums to Lender, and any such payment shall discharge such tenant's, occupant's, lessee's, licensee's or Lease Guarantor's obligation to make such payment to Borrower.

Section 2.3 INCORPORATION BY REFERENCE. All representations, warranties, covenants, conditions and agreements contained in the Note, the Security Instrument and the other Loan Documents, are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3 - REMEDIES

Section 3.1 REMEDIES OF LENDER. (a) Upon or at any time after the occurrence of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment automatically shall be revoked, and Lender immediately shall be entitled to possession of all Rents and other sums payable pursuant to any of the Assigned Property, whether or not Lender enters upon or takes control of the Property. In addition, upon or at any time after the occurrence of an Event of Default, without waiving such Event of Default, to the extent permitted by law, without notice and without regard to the adequacy of the security for the Debt, with or without bringing any action or proceeding, either in person or by agent, nominee, attorney or a receiver appointed by a court, at its option Lender may dispossess Borrower and its agents and servants from the Property and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto, without liability for trespass, damages or otherwise. Thereupon, Lender may have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and other sums payable pursuant to any of the Assigned Property, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender. Lender may apply the Rents and other sums payable pursuant to any of the Assigned Property to the payment of the following in such order and proportion as Lender in its sole discretion may determine: (i) all expenses of managing and securing the Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable, (ii) all expenses of operating and maintaining the Property, including, without limitation, all utility charges, Insurance Premiums, Taxes and Other Charges and any other liens, charges or expenses as Lender may deem necessary or desirable, (iii) the cost of all alterations, renovations, repairs or replacements, (iv) all expenses incident to taking and retaining possession of the Property, including, without limitation, all court costs and reasonable attorneys' fees and disbursements, and (v) the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion.

(b) In addition, upon the occurrence of an Event of Default, Lender, at its option, may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, negotiate, execute, cancel, enforce, extend, renew or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all other sums payable pursuant to any of the Assigned Property, (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in the possession of Borrower or any Affiliate of Borrower, or (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

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Section 3.2 OTHER REMEDIES. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under any Loan Document, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.3 NON-WAIVER. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and other sums payable pursuant to any of the Assigned Property and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under any Loan Document. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of any of the Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Assignment or the other Loan Documents. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others.

Section 3.4 BANKRUPTCY. (a) Upon or at any time after the occurrence of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten (10) day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code, and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

Section 4.1 NO LIABILITY OF LENDER. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable to Borrower or any other party for Lender's failure to let the Property after an Event of Default, for any waste committed on the Property by the tenants or any other parties, for any dangerous or defective condition of the Property, including without limitation, the presence of any Hazardous Substances, for

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any negligence in the management, upkeep, repair or control of the Property resulting in loss, injury or death to Borrower or any tenant, licensee, employee or stranger, or for any other act or omission of Lender in managing the Property after an Event of Default except to the extent directly caused by the gross negligence or willful misconduct of Lender. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless Lender from and against any and all liability, loss or damage which may or might be incurred under the Assigned Property or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties, except to the extent directly caused by the gross negligence or willful misconduct of Lender. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment, by the Security Instrument and the Other Security Documents, shall become immediately due and payable and shall bear interest at the Default Rate from the date incurred by Lender until paid.

Section 4.2 NO MORTGAGEE IN POSSESSION. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.3 FURTHER ASSURANCES. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower or without the signature of Borrower to the extent Lender may lawfully do so, one or more assignments, financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Assigned Property. Borrower grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender at law and in equity, including, without limitation, such rights and remedies available to Lender pursuant to this Section 4.3.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

Section 5.1 NOTICES. Any notice, correspondence, demand or other communication shall be in writing and shall be delivered to the parties pursuant to and in accordance with the provisions of the Security Instrument.

Section 5.2 CONFLICT OF TERMS. In case of any conflict between the terms of this Assignment and the terms of the Security Instrument, the terms of the Security Instrument shall prevail.

Section 5.3 CERTAIN DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, and all other capitalized terms used but not otherwise defined herein shall have the meanings provided therefor in the Security Instrument.

Section 5.4 AUTHORITY. Borrower (and the undersigned representative of Borrower, if any) represents and warrants that it has full power and authority to execute and deliver this Assignment,

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and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Borrower or the Property.

Section 5.5 TERMINATION OF ASSIGNMENT. Upon payment in full of the Debt and the delivery and recording of a satisfaction or discharge of Security Instrument duly executed by Lender, this Assignment shall become and be void and of no effect.

IN WITNESS WHEREOF THIS ASSIGNMENT has been executed by Borrower as of the day and year first above written.

BORROWER:

Maria Aguilar
MARIA AGUILAR

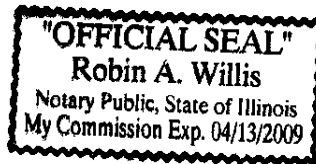
[BORROWER ACKNOWLEDGMENT]

State of Illinois, County of Cook, ss, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Maria Aguilar 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, including the releases and waiver of the right of homestead.

Given under my hand and official seal, this 29 day of June, 2005.

Commission expires 4/13/09

Robin A. Willis
NOTARY PUBLIC



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EXHIBIT A

Description of Land

Common Address: 3014 W. Irving Park Road, Chicago, Illinois 60618

PIN: 13-13-327-027; Volume 335

Legal Description: LOTS 24 AND 25 IN BLOCK 4 IN FIELDS BOULEVARD ADDITION TO IRVING PARK, A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Loan No. 0202293205

CERTIFICATE OF REPRESENTATIONS, WARRANTIES AND COVENANTS

This Certificate of Representations, Warranties and Covenants ("Certificate") is made and delivered by **Maria Aguilar**, (the "Borrower"), to and for the benefit of **GREENPOINT MORTGAGE FUNDING, INC.**, a New York corporation ("Lender").

RECITALS

A. Lender has agreed to make a mortgage loan in the principal amount of \$525,000.00 to Borrower (the "Loan"), to be evidenced by that certain Promissory Note made by the Borrower in like amount, of even date herewith and payable to the order to the Lender (the "Note") for the property described on Exhibit A attached hereto ("Property").

B. As a condition precedent to make the Loan, and for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby represents, warrants and covenants to Lender as follows:

C. All terms not otherwise defined in this Certificate shall have the same meaning as set forth in the Promissory Note, and Mortgage, Security Agreement and Fixture Filing executed by Borrower pertaining to the Loan.

1. That Borrower has good title to the Property and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same and that Borrower possesses an unencumbered fee simple absolute estate in the Land and the Improvements and that it owns the Property free and clear of all liens, encumbrances, and charges whatsoever except for those exceptions shown in the title insurance policy insuring the lien of the Security Instrument (the "Permitted Exceptions"). Borrower shall forever warrant, defend and preserve the title and the validity and priority of the lien of the Security Instrument and shall forever warrant and defend the same to Lender and/or Trustees against the claims of all persons whatsoever.

2. That Borrower (and the undersigned representative of Borrower, if any) has full power, authority and legal right (a) to execute the Note, the Security Instrument and the Other Security Documents and (b) to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the Property pursuant to the terms hereof and to keep and observe all of the terms of the Security Instrument and the Other Security Documents on Borrower's part to be performed.

3. That Borrower now has and shall continue to have the full right, power and authority to operate and lease the Property, to encumber the Property as provided herein and to perform all of the other obligations to be performed by Borrower under the Note, the Security Instrument and the Other Security Documents.

Print Name: _____
Date: _____

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4. That there is no material action, suit or proceeding, judicial, administrative or otherwise (including any condemnation or similar proceeding), pending or, to the best of Borrower's knowledge, threatened or contemplated against, or affecting, Borrower, or any guarantor or indemnitor of Borrower, or against or affecting the Property.

5. That the Property is assessed for real estate tax purposes as one or more wholly independent tax lot or lots, separate from any adjoining land or improvements not constituting a part of such lot or lots, and no other land or improvements is assessed and taxed together with the Property or any portion thereof except as may be set forth in the title commitment that pertains to the Loan.

6. That Borrower is (a) solvent, and no bankruptcy, reorganization, insolvency or similar proceeding under any state or federal law with respect to Borrower has been initiated, (b) has received reasonably equivalent value for the granting of the Note and the Security Instrument, and (c) shall not be rendered insolvent by the execution, delivery or performance of the Note or by the transaction contemplated thereunder.

7. That the loan evidenced by the Note secured by the Security Instrument and the Other Security Documents is solely for the business purpose of Borrower, and is not for personal, family, household, or agricultural purposes.

8. That Borrower has filed all federal, state, county, municipal, city and local income and other tax returns and filings required to have been filed by them and have paid all taxes and related liabilities which have become due pursuant to such returns and filings, or pursuant to any assessments received by them. Borrower does not know of any basis for any additional assessment in respect of any such taxes and related liabilities for prior years.

9. That Borrower's mailing address, as set forth in the Note and the Security Instrument is true and correct and is the principal place of business of Borrower.

10. That all information in the application for the Loan submitted to Lender (the "Loan Application") and in all financing statements, rent rolls, reports, certificates and other documents submitted in connection with the Loan application or in satisfaction of the terms thereof, are accurate, complete and correct in all respects. There has been no adverse change in any condition, fact, circumstance or event that would make any such information inaccurate, incomplete or otherwise misleading.

11. That Borrower has disclosed to Lender all material facts and has not failed to disclose any material fact that could cause any representation, covenant or warranty made herein to be materially misleading.

12. That the execution and delivery of this Certificate, the Note and the Security Instrument do not and will not contravene, conflict with, violate or constitute a default under any documents to which the Borrower is a party.

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13. That upon the execution and delivery of this Note, Security Instrument, Other Security Documents, and this Certificate, said documents shall be valid, binding and enforceable upon and against the Borrower. The documents pertaining to the Loan have been executed in good faith, and it is intended that the liens and security interests thereby created are to be granted and created contemporaneously with the disbursement of the proceeds of the Loan.

14. That there are no conditions, events or circumstances existing, or any litigation, liens or judgments that would prevent the Borrower from complying with or performing their obligations with respect to the Note or the other documents related to the Loan, including, but not limited to the Security Instrument and Other Security Documents within the time limits set forth in said documents, and no basis for any such matter exists.

15. That a breach of any of the representations, covenants or warranties contained or set forth in this Certificate shall constitute an "Event of Default" as that term is defined in the Note or other documents pertaining to the Loan.

16. That there are no options to purchase or contracts to purchase or unrecorded mortgages or deeds affecting the Property; that the Borrower has not received any notice, and has no basis to believe that a notice shall be issued from any governmental authority of any licensing, zoning, building, fire or health code violation that has not been previously corrected, or of any environmental protection code violations whether or not corrected; that the Borrower has not received any notice of an increase in the assessed valuation for the year 2003 and subsequent tax years; and there are no leases or similar agreements pertaining to the use and occupancy of the Property that have not been previously disclosed to the Lender.

17. That in the event this Certificate is executed and delivered prior to the closing of the Loan, each certification, representation and covenant contained herein shall be deemed reinstated in its entirety on and as of, and in any event, shall be deemed to survive the closing of the Loan.

18. The warranties, representations and covenants of Borrower contained herein shall be binding upon and enforceable against them and their respective successors and permitted assigns, and shall inure to and for the benefit of the Lender and its successors and assigns.

19. The Borrower shall continue to comply with the representations, warranties and covenants contained in this Certificate throughout the term of the Loan. Without limiting the effect of any of the representations, warranties and covenants contained in this Certificate, the Borrower shall at all time during the term of the Loan take all actions required to assure that each and every one of the representations, warranties and covenants set forth in this Certificate shall remain true and correct throughout the term of the Loan. The Borrower agrees to indemnify, defend and hold Lender harmless from any and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorney' fees and court costs) that may be imposed, or incurred by, or asserted against Lender at any time which relate to or arise from (a) any material inaccuracy or untruth in any representation or warranty

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contained in this Certificate, or (b) any breach by the Borrower of any covenant contained in this Certificate.

20. This Certificate may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

21. The Borrower agrees to re-execute any documents as the Lender shall request after the closing to correct any clerical errors or omissions, within seven (7) business days of the Lender's request. The Borrower further agrees to execute the Note, the Security Instrument and the Other Security Documents that Borrower failed to execute at the time of the closing within 7 days of the lender's request.

22. The undersigned individual Borrowers represent and warrant to Lender that they are either married to each other; single; or that each is married to someone else, and that the Property is not homestead property for the Borrowers or spouses of the Borrowers.

IN WITNESS WHEREOF, the Borrower has caused this Certificate to be executed as of June 29, 2005.

BORROWER:



MARIA AGUILAR

[BORROWER ACKNOWLEDGMENT]

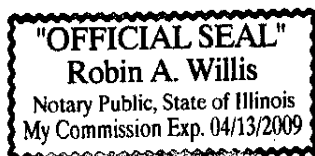
State of Illinois, County of Cook, ss, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Maria Aguilar personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the releases and waiver of the right of homestead.

Given under my hand and official seal, this 29 day of June, 2005.

Commission expires 9/13/09



NOTARY PUBLIC



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EXHIBIT A

Description of Land

Common Address: 3014 W. Irving Park Road, Chicago, Illinois 60618

PIN: 13-13-327-027; Volume 335

Legal Description: LOTS 24 AND 25 IN BLOCK 4 IN FIELDS BOULEVARD ADDITION TO IRVING PARK, A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

First American Title
Chicago, Illinois