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Mail to: Franklin F. B. Trust  
1658 N. Milwaukee Ave. #278  
Chicago, IL 60647

Doc#: 0603232136 Fee: \$28.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/01/2006 03:51 PM Pg: 1 of 3

## MORTGAGE TO SECURE DEBT

State of Illinois County of Cook

THIS INDENTURE is made this 7th day of September, 2005,  
between Mark R Gilbert, hereinafter referred to as "Borrower",  
and Franklin Financial Banking Trust, whose address is  
1658 N. Milwaukee Ave #278,  
Chicago, IL 60647, hereinafter referred to as "Lender".

Borrower, in consideration of the indebtedness herein recited and  
the lien herein created, places as collateral, the following described  
property, located in the County of Cook, State of Illinois, to wit:

THE EAST ½ OF LOT 84 AND ALL IN BLOCK 2 IN EBERHARLT'S SUBDIVISION OF BLOCKS 1 AND 2 IN JOHN F.  
EBERHART'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
More commonly known as 3328 W 64<sup>TH</sup> ST., CHICAGO, IL 60629. A.P.N. #: 19-23-206-029-0000

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and rents  
(subject, however, to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to  
be and remain a part of the property covered by this Mortgage to Secure Debt; and all of the foregoing, together with said property (or  
the leasehold estate if this Mortgage to Secure Debt is on a leasehold) are hereinafter referred to as the "Property";

To secure to Lender the repayment of the indebtedness of principal and interest evidenced by Borrower's Note, dated of even date,  
which Note is in the face amount of \$185,000.00, and which provides for monthly payments with the balance of the indebtedness, if  
not sooner paid, due and payable on the 7th day of September, 2005; the payment of all other sums, with interest, advanced in  
accordance herewith to protect the security of this Mortgage to Secure Debt; and the performance of the covenants and agreements of  
Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby used as collateral and has the right to grant and convey  
the Property, and that the Property is unencumbered, except for a Mortgage to \_\_\_\_\_ recorded in the Records of Cook  
County, State of Illinois.

### Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest:** Borrower shall promptly pay when due the principal and interest indebtedness as provided in the Note.
- 2. Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1, shall be applied by Lender first in payment of amounts, if any, payable to lender by Borrower under paragraph two (2), then to interest payable on the Note, and then to the principal of the Note.
- 3. Prior Mortgages and Deeds of Trust; Charges; Liens:** Borrower shall perform all of Borrower's obligations under the Senior Mortgages or any other security agreement with a lien which has priority over this Mortgage to Secure Debt, including Borrower's covenants to make payments when due. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property, which may attain a priority over this Mortgage to Secure Debt.

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- 4. Hazard Insurance:** Borrower shall keep the improvements now existing or hereafter erected on the Property, insured against loss by fire, hazards included in the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to the approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals shall be in form acceptable to lender and shall include a standard mortgage clause in favor of and in form acceptable to lender. Lender shall have the right to hold the policies and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and lender. Lender may make proof of loss if not made promptly by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to lender within thirty (30) days from the date notice is mailed by Lender to Borrower, that the insurance carrier offers to settle a claim for insurance benefits, lender is authorized to collect and apply the insurance proceeds at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage to Secure Debt.
- 5. Preservation and Maintenance of Property:** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of deterioration of the property and shall comply with the provisions of any lease if this Mortgage to Secure Debt is on a leasehold. If this Mortgage to Secure Debt is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the Bylaws and regulations of the condominium or planned unit development, and constituent documents.
- 6. Protection of Lender's Security:** If Borrower fails to perform the covenants and agreements contained in this Mortgage to Secure Debt, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances disburse such sums and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph, with interest, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage to Secure Debt.
- 7. Liability:** The liability on the part of the Borrower to satisfy the terms and conditions of the note and this Mortgage to Secure Debt shall be limited to the property securing such note and Mortgage to Secure Debt, and shall extend beyond this. There will be not personal liability to the maker of the note and Mortgage to Secure Debt.
- 8. 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 to Secure Debt shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender, 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. Any notice provided for in this Mortgage to Secure Debt shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 9. Governing Law; Severability:** The state and local laws applicable to this Mortgage to Secure Debt shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage to Secure Debt. In the event that any provision or clause of this Mortgage to Secure Debt or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage to Secure Debt or the Note which can be given effect without the conflicting provision, if any, and to this end the provisions of this Mortgage to Secure Debt and the Note are declared to be severable.
- 10. Borrower's Copy:** Borrower shall be furnished with a confirmed copy of the Note and of this Mortgage to Secure Debt at the time of execution or after recordation.
- 11. Default:** Time being of the essence of this contract, the Grantee shall have the right to accelerate the maturity of the debt hereby secured, by declaring the entire debt to be in default and immediately due and payable, upon the failure of Grantor to make any two consecutive payments when due, pursuant to the note hereby secured, or upon failure of Grantor to perform any obligation or make any payment required of Grantor by the terms of this mortgage.

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**12. Borrower's Rights to Reinstate:** Notwithstanding Lender's acceleration of the sums secured by this Mortgage to Secure Debt due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage to Secure Debt discontinued at any time prior to five days before sale of the Property, pursuant to the power of sale contained in this Mortgage to Secure Debt, or at any time prior to entry of a judgment enforcing this Mortgage to Secure Debt if: (a) Borrower pays Lender all sums which would be then due under this Mortgage to Secure Debt and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage to Secure Debt; (c) Borrower pays all reasonable expenses incurred by Lender and Grantee in enforcing the covenants and agreements of Borrower contained in this Mortgage to Secure Debt, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage to Secure Debt, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage to Secure Debt shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage to Secure Debt and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**13. Reconveyance:** Upon payment of all sums secured by this Mortgage to Secure Debt, Lender shall request Borrower to reconvey the Property and shall surrender this Mortgage to Secure Debt and all notes evidencing indebtedness secured by this Mortgage to Secure Debt to Grantee. Lender shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

**14. Requests for Notices:** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address, which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of the Senior Mortgage and any other lien, which has priority over this Mortgage to Secure Debt be sent to Lender's address, as set forth herein above.

IN WITNESS WHEREOF, Borrower has executed this Deed to Secure Debt on the date first above written.

Mark R. Gilbert (Seal)  
Borrower: Mark R. Gilbert

Sworn to and Subscribed before me this 7th day of September, 2005.

Juan Ortiz  
Notary Public



(SEAL)