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Doc#: 0610134016 Fee: \$40.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/11/2006 09:00 AM Pg: 1 of 9

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made as of the 15th day of March, 2006, by RUBY DELMORE individually, and MIRANDA HALL, individually, both jointly and severally (collectively "Mortgagor") in favor of LAKEWEST EQUITY, INC., an Illinois corporation, having a mailing address of 55 East Monroe, Suite 1890, Chicago, Illinois 60603 ("Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of One Thousand and 00/100 Dollars (\$1,000.00) which indebtedness ("Loan") is evidenced by a Promissory Note dated of even date herewith and all modifications, substitutions, extensions and renewals thereof ("Note") providing for repayment of principal and interest and providing for a final payment of all sums due thereunder, if not sooner paid, on no later than March 14, 2007.

WHEREAS, Mortgagee has required that Mortgagor pledge the Property (as defined below) as and for security for the repayment of the Note.

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all charges provided herein and all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements contained herein and in the Note, all future advances and all other indebtedness of Mortgagor to Mortgagee whether now or hereafter existing (collectively, the "Secured Indebtedness" or "Indebtedness") and also in consideration of Ten Dollars (\$10.00), the receipt and sufficiency whereof is acknowledged, Mortgagor does hereby convey, grant, mortgage and warrant to Mortgagee the real estate ("Real Estate") located in the County of Cook, State of Illinois and described on Exhibit "A" attached hereto.

TOGETHER WITH all easements, appurtenances thereunto belonging, and any privileges, licenses, and franchises pertaining thereunto, all of the foregoing now or hereafter acquired, for so

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long and during all such times as Mortgagor, its successors and assigns may be entitled thereto, all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to: (i) proceeds of insurance in effect with respect to the Property (as hereinafter defined); and (ii) any and all awards, claims for damages, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property (collectively "Awards") (which are pledged primarily and on a parity with the Real Estate and not secondarily). All of the foregoing are declared to be a part of the Real Estate. All of the foregoing, together with the Real Estate are hereinafter referred to as the "Property".

To have and to hold the Property unto the Mortgagee, its successors and assigns forever, for the purposes and uses set forth herein, free from all rights and benefits under any Homestead Exemption laws of the state in which the Property is located, which rights and benefits Mortgagor does hereby expressly release and waive.

Mortgagor and Mortgagee covenant and agree as follows:

1. Payment of Principal, Interest and Indemnification Amounts. Mortgagor shall promptly pay or cause to be paid when due all Secured Indebtedness.
2. Application of Payments. Unless prohibited by applicable law, all payments received by Mortgagee under this Mortgage shall be applied by Mortgagee first to any sums advanced by Mortgagee pursuant to Paragraph 7 to protect the security of this Mortgage.
3. Prior Encumbrances; Liens. Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement (collectively "Prior Encumbrances") creating a lien having priority over this Mortgage, including Mortgagor's covenants to make payments when due. Any act or omission of Mortgagor which, with the giving of notice or the passage of time would constitute a default or event of default under any Prior Encumbrance or under any ground lease shall be an Event of Default under this Mortgage. Mortgagor shall promptly deliver to Mortgagee all notices given or received of any defaults or events of default under any Prior Encumbrance. Mortgagor shall keep the Property free from mechanics' and all other liens and encumbrances and statutory liens for real estate taxes and assessments not yet due and payable.
4. Taxes and Assessments. Mortgagor shall pay or cause to be paid when due all Impositions and water, sewer and other charges, fines and Impositions attributable to the Property. Mortgagor shall provide evidence satisfactory to Mortgagee of compliance with these requirements promptly after the respective due dates for payment. Mortgagor shall pay, in full, but under protest in the manner provided by Statute, any tax or assessment Mortgagor desires to contest.
5. Intentionally Deleted.
6. Use, Preservation and Maintenance of Property. Mortgagor shall keep the Property in good condition and repair and shall not commit waste or permit impairment or deterioration of the Property. Mortgagor shall not allow store, treat or dispose of hazardous material, nor permit the

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same to exist or be stored, treated or disposed of, from or upon the Property. Mortgagor shall comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Property, including all environmental, health and safety laws and regulations, and shall make no material alterations in the Property, except as required by law, without the prior written consent of Mortgagee. Mortgagor shall not grant or permit any easements, licenses, covenants or declarations of use against the Property.

7. Protection of Mortgagee's Security. If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage or the Note, or if any action or proceeding is threatened or commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, based upon Mortgagee's commercially reasonable judgment, and upon thirty (30) days prior written notice to Mortgagor and Mortgagor's opportunity to cure, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as it deems expedient or necessary to protect Mortgagee's interest. Nothing contained in this Paragraph 7 shall require Mortgagee to incur any expense or take any action hereunder, and inaction by Mortgagee shall never be considered a waiver of any right accruing to Mortgagee on account of this Paragraph 7.

8. Condemnation. The proceeds of any award or claim for damages in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid directly to Mortgagee only up to the amount of the Secured Indebtedness. Mortgagor shall collect such proceeds and, at Mortgagor's sole option and discretion, shall apply said proceeds either to restoration or repair of the Property or in payment of the Secured Indebtedness. In the event the Property is restored, Mortgagor shall use such proceeds to pay for the restoration or repair. In the event the condemnation proceeds are applied to reduce the Secured Indebtedness, any such application shall constitute a prepayment without any prepayment charge.

9. Forbearance Not a Waiver; Remedies Cumulative. Extension or other modification granted by Mortgagee to any successor in interest of Mortgagor of the time for payment of all or any part of the Secured Indebtedness shall not operate to release, in any manner, the liability of the Mortgagor. Any forbearance or inaction by Mortgagee 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. Any acts performed by Mortgagee to protect the security of this Mortgage, as authorized by Paragraph 7 or otherwise, shall not be a waiver of Mortgagee's right to accelerate the maturity of the Indebtedness. 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. No consent or waiver by Mortgagee to or of any breach or default by Mortgagor shall be deemed a consent or waiver to or of any other breach or default.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective heirs, executors, legal representatives, successors and assigns of Mortgagee and Mortgagor. If this Mortgage is executed by more than one Mortgagor, each Mortgagor shall be jointly and severally liable hereunder.

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11. Loan Charges. If any loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits ("Excess Loan Charges") will, at Mortgagee's option, either be refunded to Mortgagor or applied as a credit against the then outstanding principal balance or accrued and unpaid interest thereon. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. Neither Mortgagor nor any other guarantor or obligor of the Note shall have any action against Mortgagee for any damages whatsoever arising from the payment of Excess Loan Charges.

12. Legislation Affecting Mortgagees' Rights. If an enactment, modification or expiration of an applicable governmental law, ruling or regulation has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its terms, Mortgagee, at its option upon giving written notice to Maker allowing Maker sixty (60) days to pay off the balance of the Loan, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Paragraph 17.

13. Notice. Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be given by hand delivery, by nationally recognized overnight courier service or by certified mail, return receipt requested. Notices shall be given to Mortgagor at the address provided below and to Mortgagee at 55 East Monroe, Suite 1890, Chicago, Illinois 60603. Notices shall be deemed to have been given and effective on the date of delivery if hand-delivered, the next business day after delivery to the nationally recognized overnight courier service if by such courier service, or two (2) business days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are given by notice as provided herein. Notices to Mortgagor shall be sent to 6554 South Woodlawn, Chicago, Illinois 60637.

14. Governing Law; Severability. The state and local laws applicable to this Mortgage 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. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, or is adjudicated to be invalid or unenforceable same 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 provisions of this Mortgage or the Note are declared to be severable and the validity or enforceability of the Mortgage or Note in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

15. Prohibitions on Transfer of the Property or of an Interest in Mortgagor. It shall be an immediate default if, without the prior written consent of Mortgagee, which consent may be granted or withheld at Mortgagee's sole discretion, Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale (including an installment sale), assignment, transfer, lien, pledge, hypothecate, mortgage, security interest, or other encumbrance or alienation, whether

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by operation of law, voluntarily or otherwise, (collectively "Transfer") of the Property or any part thereof or interest therein, or of all or a portion of the interest of any member of Mortgagor that results or could result in a material change in the identity of the person(s) or entities previously in control of Mortgagor (each of the foregoing is referred to as a "Prohibited Transfer"). In the event of such default, Mortgagee may declare the entire unpaid balance, including interest, immediately due and payable. The foregoing provisions of this Paragraph 15 shall not, however, apply to the lien of current Impositions and assessments not yet due and payable. This option shall not be exercised by Mortgagee if prohibited by federal law as of the date of this Mortgage.

16. Event of Default. Each of the following shall constitute an event of default ("Event of Default") under this Mortgage:

(a) Mortgagor's failure to pay any amount due herein or secured hereby, or any installment of principal or interest when due and payable whether at maturity or by acceleration or otherwise under the Note or this Mortgage which failure continues for more than five (5) days following written notice thereof from Mortgagee;

(b) Mortgagor's failure to perform or observe any other covenant, agreement, representation, warranty or other provision contained in the Note, this Mortgage, any other document or instrument evidencing, guarantying or securing the Secured Indebtedness and such failure continues for more than thirty (30) days after notice thereof given by Mortgagee to Mortgagor; provided, however, that if such Event of Default is not capable of being cured within said thirty (30) days, the Mortgagor commences to cure such Event of Default within said thirty (30) days and thereafter Mortgagor diligently prosecutes the cure of such Event of Default, Mortgagor shall have such additional time as is reasonably necessary, not to exceed sixty (60) days, to cure such Event of Default;

(c) The occurrence of any breach of any representation or warranty contained in this Mortgage or any other Loan Document;

(d) A Prohibited Transfer occurs;

(e) A court having jurisdiction shall enter a decree or order for relief in respect of Mortgagor in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law; or if Mortgagor, or any beneficiary of or person in control of Mortgagor, shall: (i) file a voluntary petition in bankruptcy, insolvency, debtor relief or for arrangement, reorganization or other relief under the Federal Bankruptcy Act or any similar state or federal law; (ii) consent to or suffer the appointment of or taking possession by a receiver, liquidator, or trustee (or similar official) of the Mortgagor or for any part of the Property or any substantial part of the Mortgagor's other property; (iii) make any assignment for the benefit of Mortgagor's creditors; (iv) fail generally to pay Mortgagor's debts as they become due;

(f) All or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon; and

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(g) The dissolution or termination of existence of Mortgagor, voluntarily or involuntarily, whether by reason of death of a member of Mortgagor or otherwise, or the amendment or modification in any respect of Mortgagor's operating agreement that would affect Mortgagor's performance of its obligations under the Note or this Mortgage.

17. ACCELERATION; REMEDIES. AT ANY TIME AFTER AN EVENT OF DEFAULT, MORTGAGEE, AT MORTGAGEE'S OPTION, MAY DECLARE ALL SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. MORTGAGEE SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS INCLUDING ABSTRACTS AND TITLE REPORTS, ALL OF WHICH SHALL BECOME A PART OF THE SECURED INDEBTEDNESS AND IMMEDIATELY DUE AND PAYABLE, WITH INTEREST AT THE DEFAULT RATE. THE PROCEEDS OF ANY FORECLOSURE SALE OF THE PROPERTY SHALL BE APPLIED AS FOLLOWS: FIRST, TO ALL COSTS, EXPENSES AND FEES INCIDENT TO THE FORECLOSURE PROCEEDINGS; SECOND, AS SET FORTH IN PARAGRAPH 2 OF THIS MORTGAGE; AND THIRD, ANY BALANCE TO MORTGAGOR.

18. Release. Upon payment of all Secured Indebtedness, Mortgagee shall release this Mortgage upon payment by Mortgagor of all costs and fees to release same, if any. Mortgagor shall be responsible for recording the release, including all related costs of recordation.

19. Security Agreement. Without limiting any other provisions of this Mortgage, this Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to the assignment by Mortgagor to Mortgagee of Mortgagor's right, title and interest in and to the Property (for the purposes of this paragraph called "Collateral"), and Mortgagor hereby grants to Mortgagee a security interest in such Collateral. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Property. When the Secured Indebtedness shall become due, whether by acceleration or otherwise, Mortgagee shall have all remedies of a secured party under the Code. Mortgagor shall execute and deliver to Mortgagee any financing statements necessary to perfect the security interest in the Collateral created hereby. Any Code requirement for reasonable notice shall be met if such notice is delivered as provided herein at least five (5) days prior to the time of any sale, disposition, or other event or matter giving rise to the notice (which period of time and method of notice is agreed to be commercially reasonable).

20. Intentionally Omitted.

21. Compliance with Illinois Mortgage Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et. seq. of the Illinois Compiled Statutes) (the "Act") the provisions of the Act shall take precedence over the Mortgage provisions, but shall not invalidate or render unenforceable any other Mortgage provision that can be construed in a manner consistent with the Act. If any Mortgage provision shall grant to Mortgagee any rights or remedies upon Mortgagor's default

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which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of such provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

22. Interpretation. This Mortgage shall be construed pursuant to the laws of the State of Illinois. The headings of sections and paragraphs in this Note are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions. The use of singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable, where the context so requires. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included. Time is of the essence of the payment and performance of this Mortgage.

23. Waiver of Right of Redemption. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption, on its own behalf, on behalf of all persons claiming or having an interest by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date hereof, it being the intent hereof that any and all such right of redemption of Mortgagor, and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law.

24. WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS MORTGAGE OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH; OR (ii) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE. MORTGAGOR AND MORTGAGEE AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.


Ruby Delmore


Miranda Hall

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Dawn M. Stevenson, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruby Delmore, a single person, personally known to me to be the same person whose name is subscribed to the foregoing Mortgage and Security Agreement, 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 seal, this 17th day of March, 2006.

Dawn M. Stevenson
Notary Public

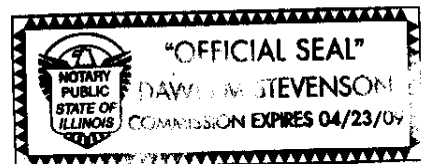
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, Dawn M. Stevenson, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Miranda Hall, a single person, personally known to me to be the same person whose name is subscribed to the foregoing Mortgage and Security Agreement, 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 seal, this 17th day of March, 2006.

Dawn M. Stevenson
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 12 (EXCEPT THE SOUTH 23 ½ FEET THEREOF) IN BLOCK 1 IN WOODLAWN RIDGE, A SUBDIVISION OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-23-119-038-0000

ADDRESS: 6554 South Woodlawn, Chicago, Illinois 60637

THIS INSTRUMENT WAS PREPARED
BY AND AFTER RECORDING RETURN TO:
Nancy Schiavone, Esq.
54 West Hubbard Street
Concourse Level
Chicago, Illinois 60610