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Doc#: 0634942044 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/15/2006 09:41 AM Pg: 1 of 12

This Document Prepared by
and after Recording Return
to:

Paul D. Fischer, Esq.
Shefsky & Froelich Ltd.
Suite 2800
111 East Wacker Drive
Chicago, IL 60601

BK NAB 4075

UND

This mortgage is subordinate to the mortgage

dated 11/3/06 for amount of \$ 40,000.00

Above Space for Recorder's Use Only

between Meenu Agarwal

and Albany Bank

MORTGAGE

THIS MORTGAGE (the "Mortgage"), made this 20th day of November, 2006, between **Meenu Agarwal married to Rajeev Agarwal**, herein referred to as "Mortgagor," and ~~Krishan Agarwal and Tripta Agarwal~~, herein collectively referred to as "Mortgagee," witnesseth:
and heirs

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee pursuant to the terms of a certain Promissory Note of even date herewith, in the principal sum of TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagor promises to pay the said principal sum and interest at the rate and installments as provided in said note, with a final payment of the balance due on the 1st day of January, 2012, and all of said principal and interest are made payable at such place as the holder of the note may, from time to time, in writing appoint.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged to, by these presents does hereby mortgage, grant and convey unto the Mortgagee, and the Mortgagee's heirs, executors, successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated in the County of Cook, in the State of Illinois, to wit:

LOT 9 IN E. VOGT'S SUBDIVISION OF LOT 1 AND THAT PART OF LOT 2 LYING EAST OF THE EAST LINE OF NORTH ROCKWELL STREET IN THE RESUBDIVISION OF LOTS 45 AND 50 IN SHACKFORD'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; ALSO THE WEST 163.5

ST 509 3650

12/8
[Handwritten signature]

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FEET OF LOT 44 IN BOWMANVILLE, BEING BOWMAN'S SECOND SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which, is referred to herein as the "Premises".

PERMANENT INDEX NUMBER: 13-12-425-031-0000

STREET ADDRESS: 2554 West Lawrence Avenue, Chicago, IL 60625

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging (which are pledged primarily and on a parity with said real estate and not secondarily).

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's heirs, executors, successors and assigns forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

Witness the hand and seal of Mortgagor(s) the day and year first above written.

This Mortgage consists of three (3) pages and four (4) pages of Covenants, Conditions and Provisions and a Rider consisting of five (5) pages.

MORTGAGOR:

Meenu Agarwal

Meenu Agarwal

Rajeev Agarwal

Rajeev Agarwal, SOLELY TO RELEASE AND WAIVE ANY AND ALL RIGHTS OF HOMESTEAD UNDER THE LAWS OF THE STATE OF ILLINOIS

[NOTARY PAGE FOLLOWS]

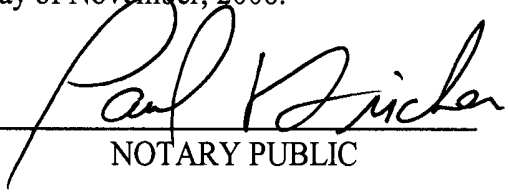
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

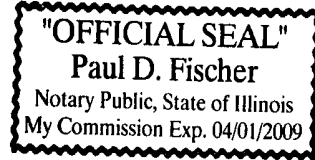
I, the undersigned Notary Public in and for said County and State, do hereby certify that Meenu Agarwal and Rajeev Agarwal are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and appeared before me and acknowledged that they signed said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of November, 2006.

Commission expires: 04-01-09



NOTARY PUBLIC



Property of Cook County Clerk's Office

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COVENANTS, CONDITIONS AND PROVISIONS

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in the process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagor is not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said note (in addition to the required payments), without penalty, as may be provided in said note.

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6. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of Mortgagor.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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 examinations, title

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insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, its legal representatives or assigns, as their rights may appear.

12. Upon or 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 said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note thereby secured.

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14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagor shall periodically deposit with the Mortgagee upon request such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. The word "Mortgagor" when used herein shall include the singular and the plural. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

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RIDER TO MORTGAGE

NOTWITHSTANDING anything contained in the Mortgage, Covenants, Conditions and Provisions thereof, to the contrary, the terms of this Rider shall govern.

R1. The Mortgagor shall perform, observe and comply with all of the provisions hereof and of the Note (including, without limitation, all of the covenants and conditions that may be contained in the Note but not contained herein) and shall promptly pay to the Mortgagee the principal with interest thereon and all other sums required to be paid by the Mortgagor under the Note when due, without notice, demand, counterclaim, setoff, deduction, defense, abatement, suspension, deferment, diminution or reduction.

R2. The Mortgagor represents and covenants that as of the date hereof and at all times thereafter during the term hereof the Mortgagor will maintain and preserve the lien of this Mortgage until the principal and interest on the Note have been paid in full and all other obligations of the Mortgagor set forth in the Note and herein have been satisfied (collectively, the "Obligations").

R3. (a) The Mortgagor covenants and agrees to maintain in force at all times:

- (i) Fire and extended coverage insurance (including, without limitation, windstorm, explosion and such other risks usually insured against by owners of like properties) on the premises in such amounts as is satisfactory to the Mortgagee but in no event less than one hundred percent (100%) of the full insurable value of the premises and in no event less than the amount required to prevent the Mortgagor from becoming a co-insurer within the terms of the applicable policies;
- (ii) Comprehensive public liability insurance on an "occurrence basis" against claims for personal injury, including, without limitation, bodily injury, death, or property damage occurring on, in or about the premises.
- (iii) If the premises is located in a Zone A or Zone B flood hazard zone, flood plain insurance in an amount satisfactory to the Mortgagee, but in no event less than one hundred percent (100%) of the full insurable value of the premises and the personal property contained therein.
- (iv) Such other insurance as may be reasonably required by the Mortgagee from time to time.

(b) All such insurance shall be written by companies and on forms with endorsements satisfactory to the Mortgagee, all with suitable loss-payable and standard non-contribution mortgagee clauses in favor of the Mortgagee (or, in the case of a foreclosure sale, in favor of the owner of the certificate of sale) attached,

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and originals or certified copies of the policies evidencing the same shall be kept constantly deposited with the Mortgagee. All said policies shall provide for, among other things, written notice to the Mortgagee of their expiration or any anticipated cancellation at least thirty (30) days prior to such event occurring. Not less than thirty (30) days prior to the expiration of any such policy, a certified copy of an appropriate renewal policy shall be deposited with the Mortgagee. In case of loss, the Mortgagee is authorized to collect all insurance proceeds and apply them, at its option, to the reduction of the Obligations hereby secured, whether due or not then due, or, at the Mortgagee's option, may allow the Mortgagor to use such money, or any part thereof, in repairing the damage or restoring the premises.

(c) The Mortgagor shall notify the Mortgagee, in writing, of any loss to the premises and the Mortgagee hereby directs each insurance company to make payments for such loss directly and solely to the Mortgagee (to the extent of the amount outstanding under the Note); and the Mortgagor agrees that any payment which is delivered, for any reason, to the Mortgagor shall be held in trust for the Mortgagee and promptly delivered in the form received (except for any necessary endorsements thereon) to the Mortgagee.

R4. The Mortgagee shall be entitled to all awards (which term when used in this Mortgage shall include all compensation, awards, damages, claims, rights or action, proceeds and other payments of relief) of, or on account of, any damage or taking through condemnation of the premises, or any part thereof (to the extent of the amount outstanding under the Note), and is hereby authorized, at its option, to commence, appear in and prosecute in its own or the Mortgagor's name any action or proceeding relating to any condemnation and to settle or compromise any claim in connection therewith. All awards and the right thereto are included in the premises, and the Mortgagee, after deducting therefrom all its expenses, including attorneys' fees, at its option may apply such net proceeds in such manner as the Mortgagee shall determine, to the reduction of the Obligations without regard to whether the same are or are not then due and in the event any net proceeds remain thereafter, such net proceeds shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignment of any awards as the Mortgagee may require.

R5. If the premises shall be damaged or taken through condemnation of all or any part of the premises, and the taking of which would, in the judgment of the Mortgagee, render all or any part of the premises not reasonably accessible or not in compliance with applicable codes, ordinances, laws or regulations by reason of insufficient lot area or parking spaces or otherwise, all Obligations shall without notice become due and payable forthwith at the option of the Mortgagee, whether or not there shall have occurred an Event of Default.

R6. The Mortgagor shall not knowingly suffer or permit the premises, or any portion thereof, to be used by the public, as such, without restriction or in such manner as might reasonably tend to impair the Mortgagor's title to the premises, or any portion thereof, or in such manner as might reasonably make possible a claim or claims of easement by prescription or

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adverse possession by the public, as such, or of implied dedication of the premises or any portion thereof. The Mortgagor shall not use or permit the use of the premises, or any portion thereof, for any unlawful purpose.

R7. Upon any foreclosure sale, the Mortgagee may bid for and purchase all or any portion of the premises and, upon compliance with the terms of the sale and applicable law, may hold, retain and possess and dispose of such property in its own absolute right without further accountability. Upon any foreclosure sale, the Mortgagee may apply any or all of the Obligations toward the purchase price.

R8. The Mortgagor agrees, to the full extent permitted by law, that neither the Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, or extension laws or any so-called "Moratorium Laws," now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the premises or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat, and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the premises marshaled upon any foreclosure of the lien hereof and agrees that the Mortgagee, or any court having jurisdiction to foreclose such lien, may sell the premises in part or as an entirety. To the full extent permitted by law, the Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, and on behalf of each and every person or entity acquiring any interest in or title to the premises subsequent to the date hereof. The Mortgagor hereby agrees, to the extent permitted by law, that no recovery of any judgment by the Mortgagee, and no attachment or levy of execution upon any of the premises or any other property of the Mortgagor, shall in any way affect the lien of this Mortgage upon the premises, or any part thereof, or any lien, rights, powers or remedies of the Mortgagee hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before, until the Obligations are paid in full.

R9. No delay or omission of the Mortgagee to exercise any right, power or remedy accruing upon and during the continuance of any default shall exhaust or impair any such right, power or remedy, or be construed to waive any such default or to constitute acquiescence therein. Every right, power and remedy given to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

R10. No waiver of any default hereunder shall extend to or affect any subsequent or any other default then existing, or impair any rights, powers or remedies consequent thereon. If the Mortgagee (without limitation): (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note or this Mortgage; (d) releases any part of the premises from the lien of this Mortgage; (e) consents to the filing of any map, plat or replat of the land; (f) consents to the granting of any easement on the land; or (g) makes or consents to any

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agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under the Note or this Mortgage. No such act or omission shall preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any event of default then existing or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Mortgagee, shall the lien of this Mortgage be altered thereof, except to the extent of any releases as described in (d), above, of this paragraph.

R11. No right, power or remedy conferred upon or reserved to the Mortgagee by the Note or this Mortgage is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to every other right, power and remedy given hereunder or under the Note or under any document in connection herewith now or hereafter existing, or at law, in equity or by statute.

R12. In the event that any of the covenants, agreements, terms or provisions contained in the Note or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note shall be in no way affected, prejudiced or disturbed thereby.

R13. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by the Mortgagor and the Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

R14. This Mortgage shall be construed, interpreted, enforced and governed by and in accordance with the internal laws (as opposed to conflicts of laws provisions) of the State of Illinois.

R15. The Mortgagor shall defend, indemnify, save and hold harmless the Mortgagee from and against, and promptly pay to, or reimburse the Mortgagee for, all loss, cost, expense and liability the Mortgagee may suffer or incur (regardless of whether contingent, direct, consequential, liquidated or unliquidated), including, but not limited to, all attorneys' fees and court costs, incurred by or asserted against the Mortgagee resulting from, arising out of, relating to or caused by any action or inaction of the Mortgagor, or any condition existing on, under or in the premises.

R16. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Mortgagee, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and re-filed at such time and such offices and places as shall be deemed desirable by Mortgagee, any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to

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effectuate, complete, or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a first lien and security interest upon all of the premises, whether now owned or hereafter acquired by Mortgagor, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by Mortgagor to do so, after having been requested so to do in writing by Mortgagee, Mortgagee may make, execute, record, register, file, re-record, re-register or re-file any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so. The lien and security interest thereof shall automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the premises any part thereof.

R17. It is specifically agreed that time is of the essence of the Note and this Mortgage.

R18. In the event of a conflict with other provisions of this Mortgage, the provisions set forth in this Rider shall control.

Dated this 20th day of November, 2006.

MORTGAGOR:

Meenu Agarwal

Meenu Agarwal

Rajeev Agarwal

Rajeev Agarwal