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Doc#: 0702539124 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/25/2007 03:17 PM Pg: 1 of 5

JUNIOR MORTGAGE

THIS INSTRUMENT WAS PREPARED BY:
Hauselman Rappin & Olswang, Ltd.
39 South LaSalle Street, Suite 1105
Chicago, IL 60603

THIS MORTGAGE is made January 25, 2007, by and between **Albert Padamadan and Elizabeth Padamadan a/k/a Rita A. Padamadan**, his wife, herein referred to as "Mortgagor", and **Jayendra Sheth** or his successors and assigns, herein referred to as "Mortgagee" whose address is 2508 W. Devon, Chicago, Illinois 60659.

THIS CONVEYANCE of certain real property is made to secure a Promissory Note (Note) of even date.

This Mortgage shall also secure: (a) payment of all other sums and interest required to be paid to Mortgagee by Mortgagor; (b) performance of all agreements of Mortgagor in this Mortgage; (c) performance of all agreements of Mortgagor to pay fees and charges to Mortgagee, whether or not set out in this Mortgage; and (d) payment of all other indebtedness or performance of all other obligations or any kind to Mortgagee by Mortgagor it being understood and agreed that this Mortgage shall stand for any and all such obligations whether or not similar or related to the Note indicated above; which property has the address of 1917 N. Monticello Avenue, Chicago, Illinois 60647 ("Property Address") and is legally described as follows:

LOT 14 IN BLOCK 1 IN NORTH WESTERN SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ (EXCEPT THE NORTH 430 FEET AND THE SOUTH 60 FEET) IN SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, COOK COUNTY, ILLINOIS.

PIN # 13-35-306-021

TOGETHER with all the improvements now or later erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing, with said Property, are referred to as the "Property."

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record constituting a lien which has priority over this Mortgage. Mortgagor covenants that Mortgagor warrants and will defend generally the title of the Property against all claims and demands, subject to encumbrances of record.

Mortgagor and Mortgagee covenant and agree as follows:

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1. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee shall be applied by Mortgagee first to interest payable, advances, if any, and then to principal.

2. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage.

3. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagee; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagee, Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee, Mortgagee may make proof of loss if not made promptly by Mortgagor. If the Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. **Preservation and Maintenance of Property.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

5. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Mortgagee's interest.

Any amounts disbursed by Mortgagee pursuant to this paragraph 5, with interest thereon, at the rate in the Note, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof. Nothing contained in this paragraph 5 shall require Mortgagee to incur any expense or take any action.

6. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, 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 to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. **Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be waiver of or preclude the exercise of any such right or remedy.

9. **Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and

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Mortgagor, subject to the provisions of paragraph 12. All covenants and agreements of Mortgagor shall be joint and several.

10. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided hereinabove, and (b) any notice to Mortgagee shall be given by certified mail to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

11. **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, any secured contract, or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage, any secured contract, or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage any secured contract and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. **Transfer of the Property or a Beneficial Interest in Mortgagor.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal laws as of the date of this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

13. **Acceleration; Remedies.** Except as provided in paragraph 12 hereof or before Final Payment Date of the Note, upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee prior to acceleration shall give notice to Mortgagor as provided in paragraph 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Mortgagee, at Mortgagee's option, may declare all of the 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 of documentary evidence, abstracts and title reports.

14. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Mortgagor hereby assigns to Mortgagee any and all rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 13 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 12 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

15. **Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.


16. **Waiver of Valuation and Appraisal.** Mortgagor waives all right of valuation and appraisal.

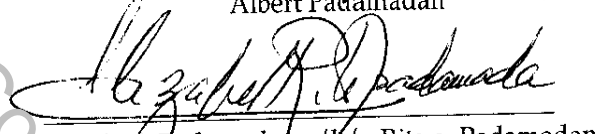
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17. **Authority.** Mortgagor represents and warrants that it the lawful owner in fee simple of the Property free and clear of all liens and encumbrances whatsoever (except for a first mortgage) and that it has full right, power and authority to convey and mortgage the Property and to execute this Mortgage.

18. **Purchase of Insurance by Mortgagee.** Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in the Property. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the Property. You may later cancel any insurance purchase by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the Property, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance must be paid by you within 30 days of delivery of notice to you of placement of the insurance. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

IN WITNESS WHEREOF, signed this 25th day of January, 2007.


Albert Padamadan


Elizabeth Padamadan a/k/a Rita a. Padamadan

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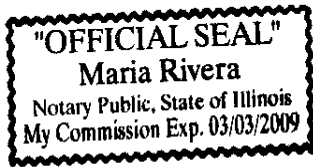
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Maria Rivera, a Notary Public of the County and State aforesaid, do hereby certify that Albert Padamadan and Elizabeth Padamadan a/k/a Rita A. Padamadan, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, personally appeared before me this day and acknowledged that they signed, sealed and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25 day of January, 2007.

Maria Rivera
Notary Public

My Commission expires:



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