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JUNIOR MORTGAGE

THIS JUNIOR MORTGAGE ("Mortgage") is made as of the 6th day of January 2007 by **ROBERT G. NELSON**, individually, (collectively, the "Mortgagor"), in favor of **MARTY TERESI**, an individual ("Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,00.00)**, which indebtedness, ("Loan") is evidenced by Mortgagor's Mortgage Note dated of even date herewith (along with all modifications, substitutions, extensions and renewals, of the "Note") providing for repayment of principal and providing for a final payment of all sums due thereunder, on **June 7, 2007, subject to terms and conditions set forth in the Note with respect to parties' right to extend such Loan.**

WHEREAS, as a precondition to Mortgagee disbursing the Loan to Mortgagor, Mortgagee has required that Mortgagor pledge and mortgage the Property (as defined below) as and for security for the repayment of the Note.

NOW, THEREFORE, TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note, the payment of all charges provided herein and all other sums, and the performance of the covenants and agreements contained herein and in the Note (collectively the "Indebtedness") and also in consideration of Ten Dollars, (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Mortgagor does hereby convey, grant, mortgage and warrant to Mortgagee the real estate ("Property A") located in Will County, State of Illinois, and described on Exhibit "A" attached hereto, subject only to covenants, conditions, easements and restrictions set forth in the title commitment issued by Lawyers Title Insurance Company with as a date of October 18, 2006, ("Permitted Encumbrances");

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 Interest, Principal and other Indebtedness. Mortgagor shall promptly pay or cause to be paid when due all interest, principal and other Indebtedness.
2. Application of Payments. All payments received by Mortgagee under this Mortgage and Note shall be applied by Mortgagee first to Indebtedness other than interest or principal, then to any interest payable on the Note, then to Note principal.

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Prepared By:
Robert G Nelson
14655 S 82nd Ave
Orland Park IL



Doc#: 0711646000 Fee: \$58.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/26/2007 09:35 AM Pg: 1 of 5

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3. Prior Encumbrances; Liens. Mortgagor shall perform all of the 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 the Mortgagor which, with the giving of notice or the passage of time would constitute a default or event of default under any Prior Encumbrance 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 or any ground lease. Mortgagor shall keep the Property free from Mechanics' and all other liens and encumbrances, except Permitted 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 real estate taxes and assessments 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 the Statute, any tax or assessment Mortgagor desires to contest.
5. Insurance. Mortgagor, at its sole cost and expense, shall keep insured the Property with Property Insurance against loss to the Property and Workers' Compensation Insurance during the construction of or making of any improvements to the Property; and Commercial General Liability Insurance against death, bodily injury and property damage arising in connection with the Property. The Property and Commercial General Liability Insurance shall name Mortgagee as a mortgagee-loss payee and shall be in amount not less than the fair market value of the Property. The insurance shall be evidenced by certificates of insurance.
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 store, treat or dispose of Hazardous Material, nor permit the 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.
7. 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

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executed by more than one Mortgagor, each Mortgagor shall be jointly and severally liable hereunder.

8. 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 personal delivery, by nationally-recognized overnight courier service, or by certified mail-return receipt requested. Notices shall be given to Mortgagor or Mortgagee at address stated above. Any party hereto may change the address to which notices are given by notice as provided herein.
9. 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. In the event that any provision or clause of this Mortgage, the Note or any other Loan Documents 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 remainder of the document in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.
10. Prohibitions on Transfer of the Property. It shall be an immediate default if, without the prior written consent of the Mortgagee, Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance or sale of the Property or any part thereof or interest therein (a "Prohibited Transfer"). In the event of such default, Mortgagee may declare the entire unpaid balance, including interest, immediately due and payable. Mortgagor shall place no further liens or mortgages against the Property except with the prior written consent of Mortgagee.
11. 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 any other Loan Document;
 - (b) Mortgagor's failure to perform or observe any other covenant, agreement, representation, warranty or other provision contained in the Note, this Mortgage (other than an Event of Default described elsewhere in this Paragraph 11) or any other document or instrument evidencing, guarantying or securing the indebtedness;
 - (c) The occurrence of any breach of any representation or warranty contained in this Mortgage;
 - (d) The occurrence of a Prohibited Transfer;
 - (e) The Abandonment of any of the Property by the Mortgagor; or

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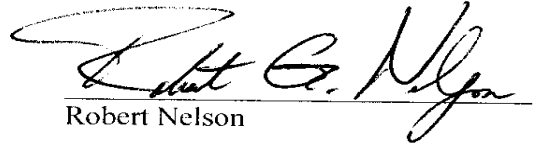
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- (f) A default or event of default under the terms and conditions of any of the Prior Encumbrances.
12. Acceleration; Remedies. At any time after an Event of Default, Mortgagee, at Mortgagee's option, may declare all sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's 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 Interest Rate (as defined in the Note). 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 the Mortgagor.
 13. Release. Upon payment of all 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.
 14. Environmental Compliance. Mortgagor hereby covenants and agrees with the Mortgagee that the Property and Mortgagor shall comply with all Environmental Laws. All required governmental permits and licenses shall be obtained and maintained, and Mortgagor shall comply therewith. All Hazardous Material on the Property will be disposed of in a lawful manner without giving rise to liability under any Environmental Laws. Other than Disclosed Material, no Hazardous Material shall be introduced to or used, exposed, released, emitted, discharged, generated, manufactured, sold, transported, handled, stored, treated, reused, presented, disposed of, or recycled on the Property without thirty (30) days' prior written notice to Mortgagee, except for *de minimis* amounts used in the ordinary course of construction.
 15. 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 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.

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date set forth above.


Robert Nelson

APR. 6, 2007

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Property of Cook County Clerk's Office

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 9 IN PARK ACRES A SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST ¼ OF NORTHEAST ¼ OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COOK COUNTY, ILLINOIS.

PIN: 23-27-203-033-0000

ADDRESS: 8900 WEST 121ST STREET, PALOS PARK, ILLINOIS 60464

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