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MORTGAGE

700 1818 Cook
THIS MORTGAGE is made this
5 day of April,
2007, between the



Doc#: 0714355131 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/23/2007 10:36 AM Pg: 1 of 8

Mortgagor, **BARBARA
AKINTONDE**

(herein "Borrower"), and the
Mortgagee,

**GEORGE J. ROSEN, as Trustee of
The George J. Rosen Trust, u/a/d
12/23/81**

whose address is 11836 N.W. 9th Street, Coral Springs, Florida 33071 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/00 (\$165,000.00) DOLLARS, which indebtedness is evidenced by Borrower's Note dated the 5 day of April, 2007.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the property described herein, in the County of COOK, State of Illinois.

LEGAL DESCRIPTION:

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 24 IN BLOCK 6 IN FIRST ADDITION TO THE HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION, BEING A SUBDIVISION OF NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 33 FEET THEREOF BEING RAILROAD) IN COOK COUNTY ILLINOIS.

PERMANENT INDEX NUMBER:

19 36 213 015 0000

COMMONLY KNOWN AS:

8045 SOUTH MAPLEWOOD AV., CHICAGO, IL. 60652

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the and thereafter "Property").

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Improvements to be done by Borrower and paid for by Borrower 60 days from the date of this document so as to obtain a RELEASE OF MANDATORY PERMANENT INJUNCTION RECORDED FEBRUARY 15, 2001 AS DOCUMENT 00M11-401330, CIRCUIT COURT OF COOK COUNTY, BY THE CITY OF CHICAGO and CERTIFICATE OF OCCUPANCY ISSUED BY THE CITY OF CHICAGO.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. *Borrower and Lender covenant and agree as follows:*

1. **PAYMENT OF PRINCIPAL AND INTEREST:** Borrower shall promptly pay when due the interest on the indebtedness evidenced by the note, prepayment and late charges as provided in the Note.
2. **TAXES AND INSURANCE:** Borrower shall be responsible for the payment of all real estate taxes, special assessments and insurance. Lender protection insurance to be presented at closing. Monthly payments, along with interest are to be paid to lender and held in escrow by lender.

The Lender may require the borrower to establish an escrow with the Lender and make monthly payments thereto in amounts specified by the Lender.

3. **APPLICATION OF PAYMENTS:** Unless applicable law provides otherwise, all payments received by Lender under the note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to late charges, then to interest payable on the note, next to interest and principal of any Future Advances, and finally to payment of all costs, charges and attorney's fees incurred by Lender in the maintenance or enforcement of its rights hereunder.
4. **CHARGES; LIENS:** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by borrower making payment, when due, directly to the payee thereof.

Borrower shall promptly furnish to Lender all notice of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments.

Borrower shall promptly discharge any lien which has priority over this mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property of any part thereof.

Borrower shall pay all closing costs, legal fees and other additional fees, including those of the

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lenders.

5. **HAZARD INSURANCE:** Borrower shall keep the improvements hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld.

All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof. Insurance premium payment shall be made into the Lender's escrow account along with interest and taxes.

All insurance policies and renewals thereof 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 thereof, and borrower shall give prompt notice to the insurance carrier and Lender.

Lender may make proof of loss if not made promptly by Borrower.

The insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 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.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to the Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS:** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the property and shall comply with the provisions of any lease if this Mortgage is on a leasehold.
7. **PROTECTION OF LENDER'S SECURITY:** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain,

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insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, 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, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

8. **INSPECTION:** Lender may make or cause to be made reasonable entries upon and inspections of the property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to lender's interest in the Property.
9. **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 Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **BORROWER NOT RELEASED:** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest.

Lender 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 Borrower and Borrower's successors in interest.

11. **FORBEARANCE BY LENDER NOT A WAIVER:** Any forbearance by Lender, 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.

The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **REMEDIES CUMULATIVE:** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this mortgage or afforded by law of equity, and may be exercised concurrently, independently or successively.
13. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS:** The covenants and agreements herein contained shall bind, and the rights hereunder shall insure to,

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the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 17 hereof.

All covenants and agreements of Borrower shall be joint and several.

The captions and headings of the paragraphs of this mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **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 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 as provided herein, 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 as provided herein.

Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **BORROWER'S COPY:** Borrower shall be furnished a conformed copy of the Note and of this mortgage at the time of execution or after recordation hereof.

16. **TRANSFER OF THE PROPERTY; ASSUMPTION:** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this mortgage shall be at such rate as Lender shall request.

If Lender has waived the option to accelerate provided in this paragraph 16, and if borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof.

Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due.

If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

17. **HAZARDOUS SUBSTANCES:** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor

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allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of hazardous Substances that are generally recognized to be appropriate to normal residential or business uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous Substance or Environmental law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous Substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 17, "hazardous substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances; gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 17, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS: Borrower and Lender further covenant and agree as follows:

18. **ACCELERATION; REMEDIES:** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed by borrower, 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, recordation and execution of deed in lieu of foreclosure by judicial proceeding and sale of the Property.

The notice shall further inform borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of borrower to acceleration and foreclosure.

If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this mortgage to be immediately due and payable without further demand.

Lender shall be entitled to collect in such proceeding all expenses of deed in lieu of and/or foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **BORROWER'S RIGHT TO REINSTATE:** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes security Future Advances, if any, had no acceleration occurred; (b) Borrower cures all beaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and

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agreements of borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Mortgage, Lender's interest in the property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired.

Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION:** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled 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 Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but no limited to receiver's fees, premiums of receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Mortgage.

Lender and the receiver shall be liable to account only for those rents actually received.

21. **RELEASE:** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to borrower. Borrower shall pay all costs of recordation, if any.
22. **WAIVER OF REDEMPTION:** The Borrower hereby acknowledges and hereby waives any right of redemption it may have by statute or common law in the event a foreclosure action is instituted.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

BORROWER:



 BARBARA AKINTONDE

M. MARCUS, LTD., an Illinois corporation

By: 

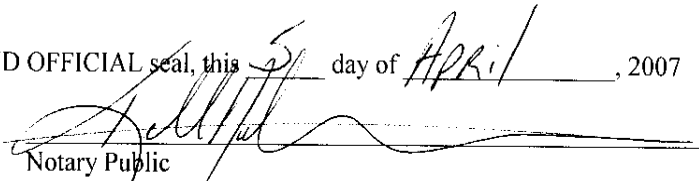
 BARBARA AKINTONDE, President

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STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that BARBARA AKINTONDE personally known to me to be the same person whose name is subscribed to the foregoing instrument individually and as President of M. Marcus, Ltd., an Illinois corporation appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL seal, this 5 day of April, 2007


Notary Public

My commission expires: _____



THIS INSTRUMENT PREPARED BY: JOHN M. MORRONE, P.C., Attorney at Law
12820 South Ridgeland Av., Unit C, Palos Heights, IL 60463