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Doc#: 0735333065 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/19/2007 11:15 AM Pg: 1 of 6

Property of Cook County Clerk's Office  
Mortgage

SA 3999003  
CTT  
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Records

Prepared by: Nawal Daoud Attorney at Law  
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IL 60459

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Burbank, IL 60459

BOX 334 CTT

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## MORTGAGE

THIS MORTGAGE made December 14, 2007, between the BORROWER B&D Investment Group, LLC. – 8507-8527 S. 88<sup>th</sup> Avenue Series, whose address for notice is 2819 Girard, Evanston, Illinois 60201, hereinafter referred to as BORROWER, and the LENDER, Faik A. Joudeh and Jabra A. Joudeh, of Bridgeview, Illinois, hereinafter referred to as LENDER, whose address is 8215 S. Odell, Bridgeview, IL 60755

WHEREAS, BORROWER is justly indebted to the legal holder of the note, hereinafter described, said legal holder or holders being hereinafter referred to as holders of the Note in the total principal sum of One Hundred Thousand Dollars (\$100,000.00) evidenced by the Note of the BORROWER of even date, herewith, made payable to Faik A. Joudeh and Jabra A. Joudeh, LENDER, and delivered, in and by which said Note the BORROWER promise to pay the said principal loan with an interest only payment to paid in full by December 14, 2008 at an interest rate as defined in the note.

NOW THEREFORE, the BORROWER to secure the payment of said principal sum of money and said interest in accordance with the terms, provision and limitations of this Mortgage, and the performance of the covenants and agreements, herein contained, by the BORROWER be performed and also in consideration of the sum of one dollar in hand paid, receipt whereof is hereby acknowledged, does by these presents convey and warrant unto the LENDER, his successors and assigns, the real estate as described hereto in the attached exhibit and marked Exhibit AA@.

LEGAL DESCRIPTION. See Exhibit A attached hereto

TITLE BORROWER(S) covenant that BORROWER(S) has title to the property and has a right to mortgage, grant and convey the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due.

SECURED DEBT: All amounts owed under this agreement are secured.

TERMS AND COVENANTS: BORROWER(S) agree to the terms and covenants contained in this mortgage and in any riders attached thereto.

CONVENANTS:

1. **PAYMENTS:** We agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts we owe on the secured debt (exclusive of interest or principal), secondly, to interest and thirdly to principal. If partial payment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payments until the secured debt is paid in full.
2. **CLAIMS AGAINST TITLE:** We will pay all taxes, assessments, liens, and encumbrances on the property when due and will defend title to the property against all

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claims which would impair the lien of this mortgage. You may require me to assign any rights, claims, or defenses which we may have against parties who supply labor or materials to improve or maintain property.

3. **INSURANCE:** We will keep the property insured under the terms acceptable to you at my expense and for your benefit. You will be named as a loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, we agree to maintain such insurance as long as required.

4. **PROPERTY:** We will keep the property in good condition and make all reasonable repairs necessary.

5. **EXPENSES:** We agree to pay your reasonable expenses, including reasonable attorney's fees if I break any covenants under this mortgage, or any obligation secured by the mortgage or the attached note.

6. **DEFAULT AND ACCELERATION:** If we fail to make any payment when due or if I break any covenants under this mortgage (any prior mortgage) or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any remedy available to you. You may foreclose this mortgage in any manner provided by law.

7. **ASSIGNMENT OF RENTS AND PROFITS:** We assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents provided that we are not in default. If we default you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing property, including court costs and attorney fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then be applied to payments on the secured debt as provided for in Covenant 1.

8. **WAIVER OF HOMESTEAD:** We hereby waive rights of homestead exemption to the property.

9. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS:** We agree to comply with the provisions of my lease, (should this mortgage be on leasehold). If this mortgage is on a condominium or a planned unit development, we will **perform** all the duties under the covenants, by-laws, ore regulations of the condominium or planned unit development.

10. **AUTHORITY OF LENDER TO PREFORM FOR BORROWER(S):** Should we fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or any amount necessary for performance.

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If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever necessary to protect your security interest in the property. This may include **completing** the construction. Your failure to perform any duties will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amount paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear the interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

11. **INSPECTION:** You may enter the property to inspect provided that you give me notice prior to your entry. (The notice must state the reasonable cause for your inspection).

12. **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages connected with the condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided for in Covenant 1. This assignment is subject to the terms of any prior security agreement.

13. **WAIVER:** By exercising any remedy available to you, you do not give up on your rights to later use any other remedy. By your not any remedy of default, you do not waive your right to later consider the event a default should it happen again.

14. **JOINT AND SEVERAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND:** All duties under this mortgage are joint and several. If we co-sign this mortgage, but do not co-sign the underlying debt, we do so only to mortgage our interest in the property under the terms of this mortgage. We also agree that you and any party to this mortgage may extend, modify or may any other changes in the terms of this mortgage or secured debt without our consent. Such a change will not release us from the terms of this mortgage.

15. **NOTICE:** Unless otherwise required by law, any notice to us shall be given by delivering it or mailing it by certified mail addressed to us at the property address or any other mailing address that I tell you. We will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.

16. **TRANSFER OF PROPERTY OR BENEFICIAL INTEREST IN THE BORROWER(S):** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the lender is not a natural person or a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of the mortgage.

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## CHICAGO TITLE INSURANCE COMPANY

**ORDER NUMBER:** 1410 SA3999003 EP  
**STREET ADDRESS:** 8507-8527 SOUTH 88TH AVENUE  
**CITY:** JUSTICE **COUNTY:** COOK  
**TAX NUMBER:** 18-35-302-006-0000

**LEGAL DESCRIPTION:**

THE NORTH 208.71 FEET OF THE WEST 521.78 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35; THENCE SOUTH ALONG THE WEST LINE THEREOF 69.97 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID WEST LINE 80.0 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, A DISTANCE OF 125.0 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 80.0 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, 125.0 FEET TO THE POINT OF BEGINNING) (& ALSO EXCEPT THE SOUTH 58.74 FEET OF THE NORTH 208.71 FEET OF THE WEST 46 FEET AND THE NORTH 69.97 FEET OF THE WEST 46 FEET (EXCEPTING THEREFROM THAT PART FALLING IN 88TH AVENUE) OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35 AFORESAID WHICH WAS CONVEYED TO THE COUNTY OF COOK BY DOCUMENT 0519639086) IN COOK COUNTY, ILLINOIS.

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- 17. **RELEASE:** When we have paid the secured debt, you will discharge this mortgage.
- 18. **Taxes:** Borrower shall be responsible for payment of all real estate property tax bills.
- 19. To have and to hold the premises unto the said LENDER, his successors and assigns forever for the purpose 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 BORROWER(S) hereby expressly release and waive.

WITNESS the hand and seal of BORROWER the day and year first above written.

B & D Investment Group, LLC – 8507-8527 S. 88<sup>th</sup> Avenue Series

*[Signature]*  
 Its authorized Agent, Borrower

State of Illinois )  
 )SS  
 County of Cook )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, CERTIFY THAT \_\_\_\_\_, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day, and acknowledged that he/they signed, sealed and delivered the instrument as his/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 14 day of December, 2007.

*[Signature]*  
 Notary Public

