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JUNIOR MORTGAGE

THIS INDENTURE made this
11th day of OCTOBER
2003, between, JAMES
M Di Foggo (M) (hereinafter
called "MORTGAGOR"), and,
D BROTHERS INVESTMENTS
INC (hereinafter called
"MORTGAGEE"),
WITNESSETH:

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the Installment Note of even date herewith, in the principal sum of
TWO HUNDRED
AND TWENTY THOUSAND
AND NO/100 DOLLARS (\$ 220,000)
payable to the order of and delivered to the Mortgagee, in an 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 NOVEMBER 2009, or on the date the first mortgage is modified or paid in full or upon the sale of the real estate, which ever date occurs first, and all of said principal and interest are made payable at such place as the Holders of the Note may, from time to time, in writing, appoint, and in absence of such appointment, then at the office of the Mortgagee at 3216 S. SHIELDS
CHICAGO ILLINOIS 60616
NOW, THEREFORE, the Mortgagors to secure the payment of 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 and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Mortgagee, and the Mortgagee's successors and



Doc#: 0917339016 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2009 11:22 AM Pg: 1 of 7

assigns, the following described Real estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook and State of Illinois, to-wit:

Legal Description:

LOT 12 IN BLOCK 1 IN THE
SUBDIVISION OF THE S 1/2 OF
BLOCK 27 IN CANAL TRUSTEE'S
SUBDIVISION OF SECTION 33, TOWNSHIP 39 N
RANGE 14 E. OF THE 3RD P. M. IN COOK
COMMON ADDRESS: COUNTY ILLINOIS
3826 S. NORMAL
CHICAGO, ILLINOIS 60609

PIN: 17-33-326 052-0000

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and

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water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's 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 Mortgagors do hereby expressly release and waive.

1. **Restrictions On Transfer.** Mortgagor covenants and agrees that without the prior written consent of the holder or holders of the Note secured by this Mortgage that the Mortgagor(s) will not sell, transfer, convey or caused to be conveyed, including by the transfer of or sale under Articles of Agreement for Deed or otherwise allow a lien to be placed against or encumber the real estate which is the subject of this Mortgage, [(including in the event title to the subject real estate is held by a Land Trust give an assignment direct or collateral of any beneficial interest in any land trust which holds title to the said real estate) so long as any part of the indebtedness due under said Note and secured by this Mortgage subsist and remains unpaid].
2. **Late Payment.** If any monthly installment due under the Note is more than ten (10) days late, there will be due a late payment charge in an amount equal to five percent (5%) of the amount of such late monthly payment but not to exceed **\$50.00.**
3. **Liens.** In the event of the occurrence of any such lien, encumbrance, assignment, sale, transfer, or conveyance without the advance written consent of the holder or holders of said Note, the holder or holders of said Note may in his

or their sole discretion, consider such an act of default and without notice, declare the entire unpaid balance of the Note immediately due and payable, and may invoke any remedies permitted by this Mortgage, without further notice or demand on Mortgagor.

4. **Security.** The Mortgagors shall not, without the prior written consent of the mortgagee, have the right to place a Mortgage (Trust Deeds) against the real estate. Said written consent shall not be unreasonably withheld provided that this Mortgage is current and the balance of all mortgages of record or to be places of record do not exceed 70% loan to value.
5. **Land Trust ABI.** Title may be placed in a Land Trust in which event. The Mortgagee herein shall be given a First Collateral Security Assignment of Beneficial Interest in addition to the Mortgagees other rights herein.
6. **Cross-Default Provision.** The Borrower's (Mortgagor's) default or breach under any Note or Agreement which secures this Mortgage an interest shall be a breach under the Mortgage Security Instrument and Lender may invoke any of the remedies permitted by the said Security instrument Mortgage.
7. **Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc.:** Mortgage shall:
 - A. Promptly repair, restore or rebuild any buildings or improvements nor or hereafter on the premises which may become damaged or be destroyed;
 - B. Keep said premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof;
 - C. Pay when due any indebtedness which may be secured by a lien or charge on the

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premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee;

D. Complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises;

E. Comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use thereof;

F. Make no material alterations in said premises except as required by law or municipal ordinance;

G. Suffer or permit no change in the general nature of the occupancy of the premises, without Mortgagee's written consent;

H. Initiate or acquiesce in no zoning reclassification, without Mortgagee's written consent;

I. Pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the note;

J. Not suffer or permit any unlawful use of or any nuisance to exist upon the premises;

K. Not diminish or impair the value of the premises or the security intended to be effected by virtue of this Mortgage by any act or omission to act;

L. Appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorneys' fees incurred or paid by the Mortgagee in any proceeding in which Mortgagee may participate in any capacity by reason of this Mortgage;

M. Not suffer or permit, without Mortgagee's written consent;

(i) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or

equipment (other than trade fixtures) now or hereafter upon the premises;

(ii) a sale, assignment or transfer of any right, title or interest in and to any of the improvements, apparatus, fixtures or equipment which may be found in or upon the premises;

(iii) any change in the nature or character of the operation of the premises which will increase the intensity of the use thereof; and

(iv) a change or alteration of the exterior and interior structural arrangement, including, but not limited to, any walls, rooms and halls.

More than three (3) late payments in a calendar year or ten (10) late payments during the life of the Note shall be considered a default and allow acceleration even if a late payment is accepted, unless a written waiver is given by the Mortgagee.

8. **Insurance.** Mortgagor shall keep all building and improvements now or hereafter situated on said premises insured, until the indebtedness secured by this mortgage is fully paid, or in the case of foreclosure, until the expiration of any period of redemption, against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, including, without limitation on the generality of the foregoing, war damage insurance whenever in the opinion of Mortgagee such protection is necessary. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may require injury and death and property damage as Mortgagee may require and if required by Mortgagee flood and rents (which will assure cover for loss of rental income for twelve (12) consecutive months) insurance. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee (but in no event less than the amount needed to pay in full the indebtedness secured hereby), with mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the

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coverage evidenced thereby shall not be terminated or materially modified without ten (10) days' prior written notice to the Mortgagee. Mortgagor shall deliver all policies, including additional renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

9. **Mortgagee's Right To Act.** If Mortgagor fails to pay any claim, lien or encumbrance which shall have a prior lien to the lien of this indenture, or to pay, when due, any tax or assessment, or any insurance premium, or to keep the premises in repair, as aforesaid, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the premises or the title thereto, then Mortgagee, at its option, may pay such claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance at the rate set forth in the Note, and all such sums and interest thereon shall be secured hereby.

10. **Adjustment of Losses With Insurer And Application of Proceeds of Insurance.** In case of loss, the Mortgagee (or after entry of decree for foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either:

A. To settle, collect, compromise and adjust, in its discretion any claim under such insurance policies without consent of Mortgagor; or

B. to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss.

In either case, Mortgagee is authorized to collect and receipt for any such insurance agency. Mortgage shall sign, upon demand by Mortgagee, all receipts, vouchers, and releases required of him by the companies.

If:

A. Mortgagor or its tenant is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this mortgage;

B. Such damage or destruction does not result in cancellation or termination of such lease;

C. The insurers do not deny liability as to the insureds; and

D. Such proceeds plus any additional amounts made available by Mortgagor or its tenant are sufficient to restore or replace the damaged or destroyed buildings or improvements, in the judgement of Mortgagee, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings and improvements of said premises. In all other cases, such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings and improvements of said premises. The buildings and improvements shall be so restored or rebuilt as to be at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagor is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and evidence of cost and of payments as the Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed

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balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

In the case of loss after foreclosure proceedings have been instituted the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the Owner of the equity of redemption if he shall then be entitled to the same or as the Court may direct. In case of the foreclosure of this mortgage, the Court in its decree may provide that the mortgagee's clause attached to each of said insurance policies making the loss thereunder payable to said creditor; and any such foreclosure decree may further provide, that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redeemer may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such Purchaser to be protected by any of the said insurance policies.

11. Performance/Default.

A. If Mortgagors (1) defaults by failing to pay when due any single installment or payment required to be made to Seller or under the terms of this or any other First Mortgage on this Real Estate and such default is not cured within ten (10) days of written notice to the Mortgagor or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Mortgagors within thirty (30) days after written notice to Mortgagors (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach if this Mortgage and Seller shall have any one or more of the following remedies in addition

to all other rights and remedies provided at law or in equity:

- (i) Maintain an action for any unpaid installments;
- (ii) Declare the entire balance due and maintain an action for such amount;
- (iii) Forfeit the Mortgagor's interest under this Mortgage and retain all sums paid as liquidated damages in full satisfaction of any claim against Mortgagors, and upon Mortgagors' failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Mortgagors to reinstate as provided in that Act.

B. As additional security in the event of default, Mortgagors assign to Seller all unpaid rents, and all rents which accrue thereafter, under any future lease or sublease on the real estate in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver.

C. If default is based upon the Mortgagor's failure to pay taxes, assessments, payments on other Mortgages on this Real Estate, insurance, or liens, the Mortgagee may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Mortgagors to the mortgage.

D. Anything contained in subparagraphs A. through C., to the contrary notwithstanding, this Trust Deed (Mortgage) shall not be forfeited and determined, if within thirty (30) days after such written notice of default, Mortgagors tender to Seller the entire unpaid principal balance of the Note and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Mortgagors under this Trust Deed (Mortgage).

E. In the event of a default in the payment (when due) of the underlying Note, the Debtor agrees to pay all costs, expenses and fees of collection, including reasonable attorney's fees

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and court costs. The Debtors shall be jointly and severally liable under the Note. No delay or omission on the part of the Bearer in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bearer of any right or remedy shall preclude other or future exercise of any right or remedy.

F. This mortgage secures a commercial loan and Mortgagor waives presentment, notice and dishonor.

12. **Waiver.** Maker and all others who now or may at any time become liable for all or any part of the obligation evidenced hereby, jointly and severally waive and renounce any and all homestead and exemption rights

13. **Loan Costs.** The undersigned Mortgagor agrees to pay a sum to the Title Insurance Company costs and fees not to exceed **\$250.00** for the obtaining of a Title Company Mortgage Loan Policy, if the Mortgagee requires, as well as reasonable cost of the preparation and recording of a Release Deed not to exceed **\$120.00.**

14. **Building Insurance.** Mortgagee agrees to provide Lender (Mortgagee) annual proof of payment of the building insurance premium naming the Lender herein as an additional loss payee. Said proof shall be provided at least ten (10) days before the premium due date.

15. **Tenant Default.** If Tenant of the secured real estate fails to pay sums due and owing the Owner Mortgagor, the Mortgagor shall cooperate in collecting the sums due and owing the Lender under the Assignment of Rents to be executed in conjunction with this mortgage.

16. **Tax/Insurance Escrow.** The Mortgagor shall give Lender proof of timely payment of all taxes due and insurance premium and required Association dues or special assessment, if any. If timely payments are not made, the Mortgagee may establish a monthly tax and insurance escrow. The separate monthly Tax Escrow shall be in addition to the (monthly) installments of principal and interest. Upon written notice from the Lender, Mortgagor shall make monthly payments in a sum equal to one-twelfth (1/12) of the annual real estate taxes as ascertained from

the last known tax bill. If an Insurance Escrow is required, the monthly amount due it shall be 1/12 of the annual insurance premium. There shall always be a minimum escrow balance of an amount equal to two (2) months of taxes and insurance. The Mortgagee shall hold said funds in an interest bearing account and pay the taxes, insurance and any assessments and send proof of same to the Mortgagee.

17. **Governing Law.** This Mortgage is to be governed and construed in accordance with the laws of the State of Illinois. This Mortgage may be amended only by an instrument in writing signed by the party against whom enforcement of the amendment is sought.

18. **Binding On Successors.** The obligations and liabilities of the Mortgagor under this Mortgage shall be binding upon the enforceable against its heirs, legal representatives, administrators, successors and assigns. This Mortgage shall inure to the benefit of and may be enforced by Lender, its successors and assigns.

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19. **Partial Invalidity.** In the event one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or un-enforceability shall not affect any other provision which had never been contained herein or therein.

JAMES M. DIFOGGIO

This mortgage consists of seven (7) pages. The covenants, conditions and provisions are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS, the hand and seal of Mortgagors this 11th Day of OCTOBER 2003

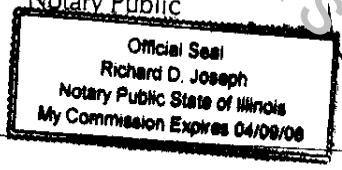
x James M. Difoggio
JAMES M. DIFOGGIO

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

I, RICHARD JOSEPH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES M. DIFOGGIO, to be the same person who subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act for the uses therein set forth.

GIVEN under my and Notarial Seal this 11th day of OCTOBER 2003

Richard D. Joseph
Notary Public



PREPARED BY
MAIL TO:
D BROTHERS INVESTMENTS
3216 S. SHIELDS
CHICAGO ILLINOIS
60616