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Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



1109441062 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 04/04/2011 12:04 PM Pg: 1 of 10

Report Mortgage Frau 800-532-8785

The property identified as:

PIN: 13-33-227-013-0000

Address:

Street:

2023-2025 N Lavergne Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60639

DE CLOTTS Lender: Central Federal Savings and Loan Association of Chicar,o

Borrower: Fuad Bektasevic

Loan / Mortgage Amount: \$604,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 90326A3E-3D90-4D98-8A57-31A99CA5627D

Execution date: 03/26/2011

BOX 334 C7

NAG 1074 8836693

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| LOAN NO. 11-308003-1 |
|---|
| THIS INSTRUMENT WAS PREPARED BY: |
| Barbara J. Nehr |
| CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO 1601 W. BELMONT AVE. CHICAGO, IL 60657 |
| Mortgage (Individual Form) |
| THE UNDERSIGNED, **** MERDIB PEC AN IN A MARRIED MAN**** AND **** FUAD BEKTASEVIC, A MARRIED MAN**** |
| of the City of CHICAGO, County of COOK, State of ILLINOIS, HEREINAFTER REFERRED TO |
| AS THE MORTGAGOR AS TO PARCEL NO. ONE ONLY; AND |
| ****FUAD BEKTASEVIC AND FETIJA BEKTASEVIC, HIS WIFE**** |
| of the City of CHICAGO, County of COOK State of ILLINOIS, HEREINAFTER REFERRED TO |
| AS THE MORTGAGOR AS TO PARCEL NO. TWO ONLY; AND |
| ****FUAD BEKTASEVIC, A MARRIED MAN**** |
| of the City of CHICAGO, County of COOK, State of JUNOIS, HEREINAFTER REFERRED TO |
| AS THE MORTGAGOR AS TO PARCELS NO. THREE AND FOUR ONLY; |
| AND |
| ****ENES BEKTASEVIC, A SINGLE PERSON NEVER MARRIED**** |
| of the City of CHICAGO, County of COOK, State of ILLINOIS, PEPEINAFTER REFERRED TO |
| AS THE MORTGAGOR AS TO PARCEL NO. FIVE ONLY; does hereby mortgage and warrant to |
| CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO |
| a corporation organized and existing under the laws of the United States of America, hereinafter referred to as the Mortgagee, the |
| following real estate in the County of <u>COOK</u> , in the State of <u>ILLINOIS</u> , to-wit: |
| PARCEL NO. ONE: |
| LOTS 22 AND 23 IN BLOCK 1 IN MORAN'S SUBDIVISION OF PART OF LOT 4 AND LOT 7 IN COUNTY CLERK'S DIVISION OF THE EAST THREE-QUARTERS (3/4) OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**** |
| COMMONLY KNOWN AS: 2023-25 N. LAVERGNE AVE., CHICAGO, IL 60639-3256 |
| P/R/E/I #13-33-227-013-0000 |

PARCEL NO. ONE IS NOT HOMESTEAD PROPERTY*

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PARCEL NO. TWO:

LOT 1309 AND THE EAST HALF OF LOT 1310 IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION NO. 4, BEING A SUBDIVISION OF THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE SANITARY DISTRICT OF CHICAGO, EXCEPT THE NORTH 33 FEET TAKEN FOR BRYN MAWR AVENUE AS PER PLAT THEREOF RECORDED APRIL 23, 1927 AS DOCUMENT 9625369, IN COOK COUNTY, ILLINOIS.****

COMMONLY KNOWN AS: 2910 W. RASCHER AVE., CHICAGO, IL 60625-3914

P/R/E/I #13-12-108-056-0000

PARCEL NO. THREE:

UNIT 6114-3 IN THE 5100-14 N. DAMEN AVENUE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL A:

LOT 1 (EXCEPT THE NORTH 3 FEET THEREOF) IN NORWOOD COURTS SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FLAT THEREOF RECORDED MAY 26, 1954 AS DOCUMENT NUMBER 15916775 IN COOK COUNTY, ILLINOIS; AND

PARCEL B:

EASEMENT FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE WEST 8 FEET OF THE NORTH 3 FEET OF LOT 1, THE WEST 8 FEET OF LOTS 2 AND 3, THE EAST 8 FEET OF LOTS 4, 5 AND 6, AND THE NORTH 10 FEET OF LOTS 3 AND 4 IN SAID NORWOOD COURTS SUBDIVISION TO BE USED IN COMMON WITH THE OWNERS OF ALL THE LOTS IN SAID SUBDIVISION AS GRANTED BY DUCLARATION OF EASEMENT RECORDED AS DOCUMENT NUMBER 15929348, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0612231000, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.****

COMMONLY KNOWN AS: 6114 N. DAMEN AVE., #3H, CHICAGO, IL 60659

P/R/E/I #14-06-121-012-1030

PARCEL NO. THREE IS NOT HOMESTEAD PROPERTY*

PARCEL NO. FOUR:

UNIT 306 IN THE 5335 N. CALIFORNIA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 38 THROUGH 43 IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION, BEING A SUBDIVISION OF THE SOUTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 14, 2006 AS DOCUMENT 0610418018, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.****

COMMONLY KNOWN AS: 5335 N. CALIFORNIA AVE., #3G, CHICAGO, IL 60625

P/R/E/I #13-12-219-068-1021

PARCEL NO. FOUR IS NOT HOMESTEAD PROPERTY*

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PARCEL NO. FIVE:

UNIT 408 IN THE 5335 N. CALIFORNIA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 38 THROUGH 43 IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION, BEING A SUBDIVISION OF THE SOUTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 14, 2006 AS DOCUMENT 0610418018, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.****

COMMONLY KNOWN AS: 5335 N. CALIFORNIA AVE., #4I, CHICAGO, IL 60625

P/R/E/I #13-12-219-068-1032

MORTGAGORS AS TO PARCEL NOS. THREE, FOUR AND FIVE ALSO HEREBY GRANT TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF THE PROPERTIES SET FORTH IN THE DECLARATIONS OF CONDOMINIUMS AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SA'D DECLARATIONS THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATIONS WERE RECITED AND STIPULATED AT LENGTH HEREIN.

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not), and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subregated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the wes herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

| (1) The payment of a N | Note executed by the Mo | ortgagor, Fuad Bek | tasevic, to the ord | der of the Mor | rgagee bearing even date |
|-------------------------------------|----------------------------|---------------------|---------------------|----------------|---|
| herewith in the principal sum of | • | | | | Co |
| ****SIX HUNDRED FOUR THOU | JSAND AND NO/100**** | | | DOLLARS (\$ | ****504,000.00****), |
| which Note, together with interes | | | | | |
| ****SEVEN THOUSAND TWO H | | | | | |
| commencing on the ***FIRST | | | | | |
| be applied, first, to interest, and | | | | | |
| (2) THE ENTIRE UNF | PAID PRINCIPAL BAL | ANCE AND ANY | UNPAID ACCR | UED INTERE | ST THEREON, IF NOT |
| SOONER PAID, SHALL BE D | UE AND PAYABLE IN | FULL ON | MARCH 1, 2021 | , l | REGARDLESS OF THE |
| COVENANTS AND AGREEM | IENTS IN THE NOTE A | ND MORTGAGE. | | | |
| release and cancellation of this | Mortgage, but at no time | | | | se, at any time before the aid original Note together |
| with such additional advances, i | n a sum in excess of | | | | |
| ****SIX HUNDRED FOUR THOU | JSAND AND NO/100**** | | | DOLLARS (\$ | ****604,000.00****), |
| provided that, nothing herein c | | _ | | all be secured | hereby when advanced to |
| protect the security or in accord | ance with the covenants of | contained in the Mo | rigage. | | |

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(4) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

To Further Secure payment of the Note, the undersigned Mortgagor grants to the Mortgagee a security interest in all property of the Mortgagor delivered currently herewith or now or at any time hereafter in the possession or control of the Mortgagee, including, but not limited to, deposit accounts and all proceeds of all such property. The Mortgagor agrees that the Mortgagee shall have the rights and remedies of a secured party under the Uniform Commercial Code of Illinois with respect to all the aforesaid property, including, without limitation thereof, the right to sell or otherwise dispose of any or all such property. Upon default the Mortgagee may without notice to anyone, apply or set-off any balance, credit, deposit, account, moneys or other indebtedness at any time credited by or due from the Mortgagee to any of the undersigned against the amount due hereunder.

THE MORTGAGOR COVENANTS:

- (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement: (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance princies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mor.gagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such our jose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indeptedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately at er destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now on breafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) my purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.
- B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, I promise to pay to the Mortgagee, a pro rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.
- C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a

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different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

- (1) That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; (2) that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; (3) that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; (4) that unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by this agreement with Mortgagee, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the property. This insurance may, but need not protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against the Moragor in connection with the property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this agreement. If Mortgagee purchases insurance for the property, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges Mortgagee may impose in connection with the placement of the insurance until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to Mortgagor's total outstanding balance or obligation. The cost of the insurance may be more than the cost of insurance Mortgagor may have been able to obtain; and (5) the Mortgagee shall not incur any personal liability because of an thing it may do or omit to do hereunder;
- E To keep and maintain at all times complete and accurate records to reflect the results of the operation of the property. Such books, records and leases shall be subject to examination, including a personal financial statement of the Mortgagor, at any time by the Mortgagee. Mortgagor shall provide these records and financial statements to the Mortgagee within thirty (30) days of the Mortgagee's request. Furthermore, Mortgagor will allow the Mortgagee reasonable access and entry to the property for inspection upon the Mortgagee's request.
- F That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract;
- G That in the event the ownership of said property or any part there of becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may for bear to sue or may extend time for payment of the debt secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;
- H That time is of the essence hereof and if default be made in performance of any coverent herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or upon the sale or transfer of the mortgaged property or an issignment of beneficial interest in said property, without the written consent of the Mortgagee, or upon the death of any maker, endorset, or guarantor of the note secured hereby, or in the event of the filing of a suit to condemn all or a part of the said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately;
- I That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this Instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest

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contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

- J In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.
- All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said less or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefore when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise and powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lie; is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all express of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a dicree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feel, that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgage: shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.
- L That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.
- M That each right, power and remedy herein conferred upon the Mortgagee, is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

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The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this

mortgage. IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this _____ day of _____ MARCH , A.D., 20<u>11</u> MORTGAGOR AS TO PARCEL NO. ONE ONLY: (SEAL) (SEAL) Merdib Pecanin STATE OF ILLINOIS COUNTY OF COOK I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ****MERDIB PECANIN, A MARRIED MAN**** AND ****FU/D BFYTASEVIC, A MARRIED MAN**** - - - - - - - - - - - - - - personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before signed, sealed and delivered the said instrument as their me this day in person, and acknowledged that ____ they and voluntary act, for the uses and purposes therein set forth, including the clease and waiver of all rights under any homestead, exemption and valuation laws. GIVEN under my hand and Notarial Seal, this _____26TH , A.D., 20<u>11</u> day of BARBARA J. NEHR Notary Public, State of Illinois My Commission Expires July 11, 2013 IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 26TH day of MARCH , A.D., 20 11 MORTGAGOR AS TO PARCEL NO. TWO ONLY: (SEAL) ___ (SEAL) Fuad Bektasevic

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| STATE OF <u>ILLINOIS</u> | _} } | | | | |
|--|--|--|---------------------------------|--------------------------|----------------------|
| COUNTY OF COOK | _} | | | | |
| I, the undersigned, a Notary Public in and fo | • | | • | | <u> </u> |
| personally known to me to be the same person | on(s) whose na | ame(s) <u>are</u> | subscribed to the | e foregoing instrumen | it, appeared befor |
| me this day in person, and acknowledged tha | it they | signed, seal | ed and delivered the | said instrument as | their fre |
| and voluntary act, for the uses and purpose | es therein set | forth, including | the release and wai | ver of all rights unde | er any homestea |
| exemption and valuation laws. | | | | | |
| GIVEN under my hand and Notarial Seal, thi | s26 TH | day of | March | , A.D., 2 | 0 <u>11</u> . |
| B Note My com | OFFICIAL S ARBARA J. ry Public, State mission Expires | NEHR e of Illinois July 11, 2013 | Jarbara () | F. July Notary Public | |
| IN WITNESS WHEREOF, this mortgage is ex- | ecuted, sealed | ard delivered th | is <u>26^{тн}</u> day с | of <u>March</u> | , A.D., 20 <u>11</u> |
| MORTGAGOR AS TO PARCEL NOS. THE | - | EAL) | DE CO | | |
| STATE OF ILLINOIS COUNTY OF COOK | _} } SS. _} | | | T'S OFFICE | |
| I, the undersigned, a Notary Public in and fo | | | | |) |
| personally known to me to be the same personal | | | | | t appeared befo |
| me this day in person, and acknowledged that | | | | | •• |
| and voluntary act, for the uses and purpose | | | | | |
| exemption and valuation laws. | | , | | | |
| GIVEN under my hand and Notarial Seal, thi | EAL" | day of | MARCH | , A.D., 20 <u>11</u> | · |
| BARBARA J. 1 Notary Public, State | of Illinois | | Darlon | 72 | |
| My Commission Expires J | uly 11, 2013 | _ | -vuriona | Notary Public | |
| *************************************** | minima | į. | | Notary Public | <u> </u> |

REV 10/2010

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1109441062 Page: 10 of 10

UNOFFICIAL COPY

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 26TH day of MARCH, A.D., 20<u>11</u>.

| Mortgagor as to . | Parcel N | o. Five (| <i>INLY:</i> |
|-------------------|----------|-----------|--------------|
| | | | |

| 2 | 15 | (SFAL) |
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| Enes Be | ektasevic | (SEAE) |

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|-----------|----------|----------|
| STATE OF | Illinois | <u> </u> |
| COUNTY OF | Соок | 3 SS. |

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| f |

"OFFICIAL SEAL"
BARBARA J. NEHR
Notary Public, State of Illinois
My Commission Expires July 11, 2013

Darlara J. Jeans. Novary Public

MAIL TO:

CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO 1601 W. BELMONT AVE. CHICAGO, IL 60657

REV 10/2010