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JUNIOR MORTGAGE

This is a Mortgage made this 18 day of January between Carlos Bekerman and UNIVERSITY NATIONAL BANK OF CHICAGO, an Illinois banking corporation, its successors and assigns ("Mortgagor") and UNIVERSITY NATIONAL BANK OF CHICAGO, an Illinois banking corporation, its successors and assigns ("Mortgagee").

RECITALS

Mortgagor is indebted to Mortgagee in the sum of Seven Thousand Dollars, (\$7,000.00), together with interest thereon, as evidenced by note of even date herein made by Mortgagor (the "Note") and payable in accordance with the term and conditions stated therein.

THEREFORE, Mortgagor, in consideration of the indebtedness, and to secure payment thereof and of all other sums required by the terms of the Note or of this mortgage to be paid by Mortgagor and to secure the performance of the terms, covenants and conditions contained herein or in the Note and to secure the prompt payment of any sums due under any renewal, extension or modification of the Note or of any note given in substitution thereof, (which renewal, extension, modification, or substitution shall not impair in any manner the validity or priority of this Mortgage) does hereby grant, convey, warrant, sell mortgage and assign to Mortgagee, its successors and assigns all of the real estate legally described on Exhibit "A", situated in COOK COUNTY, ILLINOIS (which together with the following described property is sometimes herein referred to as the "premises"):

- A. All right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues and the alleys adjoining the premises;
- B. All tenements, hereditaments, easements, appurtenances, and privileges in any way now or hereafter appertaining;
- C. All buildings and improvements of every kind now or hereafter erected or placed on the premises and all materials intended for construction, reconstruction, alteration or repairs of the improvements. All materials shall be deemed to be a part of the premises. The premises shall include all machinery, equipment, fixtures, furnishings, and personal property owned by the Mortgagor used or useful in the operation of the real estate, and all renewals or replacements thereof and substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner; all the property owned by Mortgagor and placed on the premises or used in connection with the operation or maintenance of the premises shall, so far as permitted by law, be deemed to form a part of the real estate and for the purpose of this mortgage to be real estate, and covered by this mortgage. As to any property which does not form a part of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code) this mortgage is hereby deemed to be a security agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to the Mortgagee as Secured Party, (as such term is defined in the Uniform Commercial Code).

To have and to hold the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which rights and benefits Mortgagor does hereby expressly release and waive.

COVENANTS

1. Mortgagor covenants and agrees:

- a. To pay, when due, all sums secured hereby.
- b. To keep the premises in good condition and repair and not to commit or permit waste thereon.
- c. To keep the building now and hereafter on the mortgaged premises and all insurable parts of the real estate insured under a replacement cost form of insurance policy, against loss or damage by fire or other hazards as the Mortgagee may from time to time require in forms, and companies and in sums satisfactory to Mortgagee. All insurance policies shall be held by and be payable to Mortgagee as its interest may appear. At least fifteen (15) days before the expiration of each policy, Mortgagor shall deliver to Mortgagee a policy replacing the one expiring.
- d. Except to the extent money shall have been deposited and shall be available for payment of taxes under the succeeding provision of this paragraph or under a prior mortgage, to pay, not less than ten (10) days before the same shall become delinquent or a penalty attaches thereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, charged or imposed on the premises, or any part thereof, and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and, upon request by Mortgagee, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such lien or claim.

Upon request from Mortgagee, Mortgagor will thereafter pay to Mortgagee, on each date on which payment is due under the Note, such amount as Mortgagee may from time to time estimate will be required to pay (before the same become past due) all taxes, assessments and other governmental liens or charges against the property hereby mortgaged. Mortgagor shall procure and deliver to Mortgagee, in advance, statements for such charges. In the event of any default under the terms of this Mortgage, any part or all of the amounts paid by Mortgagee may be applied to the indebtedness secured hereby, and in refunding any part of such amounts, Mortgagee may deal with whomever is represented to be the owner of the premises at that time.

- e. To comply promptly with all ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, and not to permit the premises to be used for any unlawful purpose(s);
 - f. To execute and deliver upon demand of Mortgagee any and all instruments Mortgagee may deem appropriate to perfect, evidence, protect or facilitate the enforcement of the lien of this mortgage.
2. Mortgagor hereby assigns and transfers to Mortgagee all rents and profits due or to become due and all deposits of money as advanced rent, or for security, under all present and future leases or agreements for use or occupancy of the mortgaged premises, including those made by Mortgagee under powers herein granted, hereby absolutely transferring and assigning all such leases and agreements and all avails thereunder to Mortgagee.
 3. Mortgagor hereby assigns and transfers unto Mortgagee, up to the amount of the indebtedness secured hereby, all awards of damages in connection with any taking of or injury of the premises under power of eminent domain or acquisition for public use or quasi-public use, and the proceeds of all awards after the payment of all expenses, including Mortgagee's attorney's fees, shall be paid to Mortgagee and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
 4. All monies received by Mortgagee (a) under any policy of insurance, (b) from awards or damages in connection with any taking of or injury to the mortgaged property for public use, or (c) from rents and income, may, at Mortgagee's option without notice, be used (i) towards the payment of the indebtedness secured hereby or any portion thereof whether or not yet due and payable; (ii) toward reimbursement of all costs, attorney's fees and expenses of Mortgagee in collecting the proceeds of the insurance policies or the awards. Any monies received by Mortgagee not used will be paid over to Mortgagor.

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Exhibit "A"

Unit 2-B, as delineated on Survey of Lot 4 and the North 1/2 of Lot 5 in Block 1, in East End Subdivision of the Part of the South 7.86 Chains of the Southwest fractional 1/4 of Section 12, and the North 10 Chains of the Northwest fractional 1/4 of Section 13, lying East of the East Line of Park Avenue in Township 38 North, Range 14, East of the Third Principal Meridian (Except from said premises the East 8 Feet thereof Taken for any Alley) in Cook County, Illinois, Which Survey is attached to Declaration made by National Boulevard Bank of Chicago as Trustee under Trust Agreement dated August 28, 1969 and known as Trust #3229 and recorded as Document #21607006 and together with an Undivided 3.325% interest in Said Lot 4 and the North 1/2 of Lot 5 (taken as a tract) in Block 1 in the East End Subdivision of aforesaid, all in Cook County, Illinois.

20-12-114-046-1017

K.

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Handwritten marks including the number '12' and a signature or initials.

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