

Loan No. #07142711-67

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**JUNIOR
MORTGAGE**THIS INDENTURE, made APRIL 19, 1986, between ANTHONY MAGGIORI & MARIE MAGGIORI

therein referred to as "Mortgagors," and GARFIELD RIDGE TRUST AND SAVINGS BANK, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois, (herein referred to as "Mortgagee,")

WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of TWENTY-FIVE THOUSAND & 00/100--
-----dollars (\$25,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of ~~XXXXXXXXXXXXXXXXXXXXXX~~ (12%) per annum prior to maturity, at the office of Mortgagee in Chicago, Illinois, in 60 successive monthly installments commencing MAY 24, 1986, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$300.04 each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 14 % per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note")

NOW, THEREFORE, the Mortgagors, to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing, and to become due from the Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgagee during the term of this mortgage, however created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage, or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagee or otherwise, and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements, made by and between, the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagee by Mortgagors or any of them of present or future indebtedness of obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagors or any of them to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of theollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of COOK and State of Illinois, to wit:

Lot 22 and the North 5 feet of Lot 23 in Block 29 in Frederick H. Bartlett's Third Addition to Bartlett Highlands, being a subdivision in the South West Quarter of Section 7, Township 38 North, Range 13, East of the Third Principal Meridian.

PERMANENT REAL ESTATE INDEX NUMBER: 19-07-303-059 RP ALL
 COMMONLY KNOWN AS: 5154 S. NEWLAND CHGO., IL 60638

which, with the property hereinafter described, is referred to herein as the "premises."

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, major beds, awnings, stoves and 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 on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorney's fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

Signed and sealed by the Mortgagors the date first above written,

Anthony Maggiore(SEAL) MARIE MAGGIORI (SEAL)

(SEAL) (SEAL)

STATE OF ILLINOIS, I, LINDA S. WROBEL, a Notary Public in and for and residing in said County,
 COUNTY OF CHICAGO in the State aforesaid, DO HEREBY CERTIFY THAT ANTHONY MAGGIORI & MARIE MAGGIORI

who are personally known to me to be the same person S. whose name S. subscribed to the foregoing
 instrument, appeared before me this day in person and acknowledged that They signed, sealed and delivered the said instrument as their true
 and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation
 laws.

GIVEN under my hand and Notarial Seal this 19TH day of APRIL, A.D. 1986.Linda S. Wrobel

LINDA S. WROBEL Notary Public

GARFIELD RIDGE BANK
 6353 West 55th Street
 Chicago, Illinois 60638
 RECORDED JUN 13 1986

THIS DOCUMENT WAS PREPARED BY:
 LINDA S. WROBEL
 GARFIELD RIDGE BANK
 6353 West 55th Street
 Chicago, Illinois 60638

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THE COVENANTS, CONDITIONS AND PROVISIONS REFFERRED TO IN PAGE ONE ON THE REVERSE SIDE OF THIS MORTGAGE.

1. Mortgagor's covenant and agrees to pay said indebtedness and the interest thereon as herein and in such date or other evidence thereof provided, or according to any agreement extending the time of payment thereof; (2) to pay when due and before any remedy attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the premises including those levied or due, and to furnish the Mortgagee, upon request, duplicate receipts therefor, and all such items referred against said premises shall be conclusively deemed valid paid 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 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, and in such form as shall be satisfactory to the Mortgagee; (4) to insure title policies which shall remain with the Mortgagee during said period or periods, and contain the usual clause relating to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of record of record title to the property; (5) to furnish to the Mortgagee, at any time, a certificate of sale, owner of any deficiency, any receiver of repossessions, or any judgment in its favor, all claim thereto and to receive and deliver to the Mortgagee all such rights, powers, and immunities as the Mortgagee may have against the seller, lessor, or assignee, and the Mortgagee agrees to assign upon demand, all receipts, vouchers and leases, reported of them to be received by the Mortgagee from such persons, and the Mortgagee is authorized to apply the proceeds of any insurance claim in the restoration of the premises or in the reduction of the indebtedness, but monthly payments shall continue until said indebtedness is paid in full; (6) immediately after the occurrence of any damage to the premises, including any loss of rents, to repair same at its own expense, but monthly payments shall continue until said indebtedness is paid in full; (7) to apply on the individual three or area hereby the proceeds of any insurance covering such destruction or damage; (8) to keep said premises in good condition and repair, without waste, and free from any encumbrance; (9) to bear the risk of loss not already subrogated in writing to the firm herein; (10) not to make, suffer, or permit any unlawful use of any part of the premises to exist; (11) to cause to diminish no impairment in value by any act or omission to act; (12) to comply with all requirements of law with respect to the premises and the use thereof, so far as to make, suffer, or permit without the written permission of the Mortgagee being first had and obtained, (a) any use of the premises for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appliances, fixtures or equipment now or hereafter upon said premises, (c) any decrease in conditional value, lease or easement which is reserved on the vendor, of any apparatus, fixture or equipment to be placed on or upon any building or improvements on said premises, (d) to pay the premium on Mortgage Guaranty Insurance covering this mortgage which is required by Mortgagee pursuant to the written commitment; and (13) to pay when due any rents or taxes which may be secured by a lien or charge upon the premises, superior to the firm herein, and upon receipt, shall be satisfied by evidence of the discharge of each item due to Mortgagee.

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagors agree to pay to the holder of the Note, when required by the holder of the Note, such sums at any time as may be required for the purpose of establishing a reserve for the payment of premiums on policies of life insurance and such other hazards as shall be required for underwriting the mortgaged property, and for the payment of taxes and special assessments assessed on the property (all fall as estimated by the holder of the Note), with or without any accrued or unpaid interest, for the payment of such premiums, taxes and special assessments provided that the Mortgagors shall not be liable for any deficiency in the amount of the Mortgagors' liability for taxes and special assessments and insurance premiums which amounts have not been collected by the holder of the Note. The Mortgagors shall not be liable for any deficiency in the amount of taxes and special assessments and insurance premiums which amounts have not been collected by the holder of the Note. If the Mortgagors shall not have paid the necessary amounts to make up the deficiencies, if any amounts collected for the purpose aforesaid exceed the amount necessary to make such payments, such excess shall be credited on subsequent payments for the first months up to 6 months.

As the possibility is entertained by both participants the potential of the basic change, consisting again in a date change, says just written before, **100000000000**.

5. **Mortgagor agrees that** Mortgagor may apply for cancellation of the Mortgage, or in connection with any deposit as to the debt hereby secured or of the debt now hereinafter or hereinafter to become due under the Mortgage, to make a part or all of this debt which may affect the title to the property securing the same and in connection with any deposit as to the debt hereby secured, and to pay over to the trustee in bankruptcy or to the holder of the certificate of title or to the assignee of the property securing the same and in connection with any deposit as to the debt hereby secured, all such amounts as shall be added to or included in any decree or judgment as a part of the debt hereby secured. All such amounts shall be payable to the trustee in bankruptcy or to the assignee of the property securing the same and in connection with any deposit as to the debt hereby secured.

and mortgage debt and shall make up the difference at the rate of **14** % per annum.

In case of default thereon, Borrower may but need not make any payment or performance and/or payment in arrears, required of Mortgagors in any form and manner desired, repayment, and body, but need not, make up a partial amount of principal or interest of 2000 dollars outstanding at time of purchase, dissolution, compromise or settle any debt, fine, or other prior loss of title in consideration of treason, Breach of the law, or other like offense affecting said premises or contest any tax or assessment. All money paid for the purpose herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagor in its discretion to protect the premises and the same hereinafter shall be so much additional indebtedness, secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of **14** % per annum. Inaction of Mortgagor shall never be considered as a waiver of any right contained in this instrument.

3. Mortgagor making any payment heretofore due and owing to taxes or assessments, may do so according to any bill, statement or estimate furnished from the appropriate public office without injury under the condition of such bill, statement or estimate or copy the value of any tax, assessment, sale, forfeiture, tax lien or title of claim thereof.

6. At the option of the Mortgagor and without notice to Mortgagor, all unpaid indebtedness, severally, thus foreclosed, notwithstanding anything in the Note or Deed of Trust to the contrary, may be paid off by the Lender at any time prior to the date of sale.

In the event that Mortgagor in either of them (a) consents to an appointment of a receiver, master or liquidator of all or a substantial portion of Mortgagor's assets, or (b) fails to make payment of any sum due under this instrument, or other in writing, to the trustee, as best debts as they become due, of (i) the note, or

11. The proceeds of any foreclosed or sale of the property shall be disbursed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms herein constitute secured indebtedness, as evidenced by the note with interest thereon; as before provided; third, all principal and interest remaining

12. Upon, or at any time after the filing of suit to foreclose this Mortgage, the Court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency of insolvent, or of Mortgagee, at the time of application for such receiver, and without regard to the then value of the premises or whether the same shall be then occupied as a home, or not, and such receiver may be appointed as such receiver, until such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a conveyance, during the full statutory period of redemption, whether there be redemption in part, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other power which may be necessary to be used in such cases for the protection of such receiver, would be entitled to collect such rents, issues and profits, and all other power which may be necessary to be used in such cases for the protection of such receiver, during the whole of said period. The Court from time to time may

entitling the recorder to apply the net amount in his hands in payment in whole or in part: (1) the indebtedness recited hereby, or evidence of any decree foreclosing Mortgagor, or any sale, special assessment or other lien which may be or become superior to the lien created or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. The Mortgagors will not at any time insist upon, or plead, or in any manner whatsoever claim, or take any benefit or advantage of, or any stay or extension of protection, or any exemption from execution or sale of the premises, or any part thereof, wherever enacted, now or at any time hereafter enacted, which may affect the rights and covenants or the performance of this Mortgage, notwithstanding, however, that they may insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the premises, or of any part thereof, prior to any sale or sales thereof, which may be made pursuant to any provision herein, or pursuant to the decision, judgment, or order of any court of competent jurisdiction, so long as the Mortgagors hereby expressly waive all benefit or advantage of any such law, clause, and covenant to the binder, deferring and waiving the execution of any power hereby granted or debt accrued to the Mortgagee, but for such and permit the execution of every part as though no such law or laws had been made or enacted. The Mortgagee, as well as the themselves, and all who may claim under or of them, waive to the extent that may lawfully

14. All right in the mortgaged property subsisted, save any encumbrances to facts.
15. No action for the enforcement of the terms of any provision herein shall be subject to any defense which would not be good and available to the party prospective in an action at law upon the date.

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 Mortgagor as it may elect to the immediate reduction of the underlying secured debt, 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 Mortgagors at their acceptance.

11. All ready, rents, issues & profits of the premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, under or virtue of any lease or agreement for the use or occupancy of said premises, of any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof for all to pledge said rents, issues and profits of a party with said real estate and not secondarily and such pledge shall not be deemed merged in any future conveyance, and the to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the assets 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, and to lease for terms deemed advantageous to it, or terminate by notice existing or future leases, collect and receive rents, issues and profits, regardless of when caused, and use such means as whether legal or equitable as it may deem proper to collect, collect, employ, rating agents of other employees, allow or repair said premises, buy furnishings and equipment thereon when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed suitable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated in accordance with reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply same to balance of amounts due, to its sole discretion, needed for the abovesaid purposes. Just on the interest due, then on the principal of the indebtedness hereby secured, before or after the date of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam in favor of one. Whenever all of the mid-business secured hereby is past, and the Mortgagor, in its sole discretion feels that there is no substantial uncorrected default in performance of the Mortgagors' agreements herein, the Mortgagor, on satisfaction evidence thereof, shall relinquish possession and pay Mortgagor any surplus income in ten bands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a writ pursuant to a decree foreclosing the title hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretion to pay off or release the title or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without this paragraph.

17. In the event new buildings and improvements are now being or are to be erected or placed on the premises (that is, if this is a construction *long à engage*) if Mortgagor do not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagor, on or before thirty days prior to the due date of the first payment of principal, or of work on said construction, should cease before completion and the said work should remain uncompleted for a period of thirty days, then and in either event, the entire principal sum of the Note secured by this Mortgage and in event thereof shall at once become and payable, at the option of Mortgagor, and in the event of abandonment of work upon the construction of the said buildings or improvements for the period of thirty days as aforesaid, Mortgagor may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements, the monies expended by Mortgagor in connection with such completion of construction shall be added to the principal amount of said Note and accrued by them events, and shall be payable by Mortgagor on demand, with interest at the rate of ~~12~~¹⁴ per annum. In the event Mortgagor shall elect to complete construction, Mortgagor shall have full and complete authority to employ workmen to direct the improvements from depreciation or injury, and to remove and set the personal property thereon, to continue any and all outstanding contracts for the erection and completion of said buildings or buildings, to make and enter into contracts and obligations, wherever necessary, either in its own name or in the name of Mortgagor, and to pay or discharge all debts, obligations and liabilities

36. A reconveyance of said property shall be made by the Mortgagor to the Mortgagors on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagors, and the payment of the reasonable fees of said Mortgagors.

19. This Mortgage and all portions thereof shall extend to and for the benefit of Montague and all persons claiming under or through Montague, and the word "heirs" when used herein shall include all such persons and all persons liable for the payment of the indebtedness in any part thereof, whether or not such persons have executed the form of this Mortgage.