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MORTGAGE

THIS INDENTURE, made March 20, 1987, between Gregory Chentnik and Nancy Chentnik, his wife

(herein 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 One hundred thirty-one thousand, two hundred fifty and no/100 dollars (\$131,250.00**) 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 Prime plus .75% floating per cent (P+.75%) floating prior to maturity, at the office of Mortgagee in Chicago, Illinois, XX ON DEMAND

and said last installment to be the ~~principle~~ unpaid balance of said sum, together with interest on the principal ~~remaining~~ after the original maturity date thereof at ~~.75%~~ 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 Mortgage 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 Mortgagors or any of them of present or future indebtedness or 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 One Dollar 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:

Lots 20, 21, and 22 in Block 14 in Cobe and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the East half of the Southwest quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

c/k/a 2914 West 63rd Street, Chicago, IL

Perm. Tax I.D. No. 19-13-32-90-31

19-13-32-90-31
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33

DEPT-01, RECORDING \$11.25
T#0222 FMM 0191 03/26/87 14:45:00
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COOK COUNTY RECORDER

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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, indoor 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 Laws 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 Mortgagors 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.

Gregory D. Chentnik (SEAL) *Nancy Chentnik* (SEAL)
Gregory Chentnik Nancy Chentnik
(SEAL) (SEAL)

STATE OF ILLINOIS) I, Lorraine M. Walsh, Notary Public in and for and residing in said County,
COUNTRY) SS in the State aforesaid, DO HEREBY CERTIFY THAT Gregory Chentnik & Nancy Chentnik, his wife
who are personally known to me to be the same person s whose name s subscribed to the foregoing
Instrument in my presence before me this day in person and acknowledged that They signed, sealed and delivered the said instrument as Their free
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.

I, Lorraine M. Walsh, my hand and Notarial Seal this 20th day of March, A.D. 19 87.

Lorraine Walsh
Notary Public

GARFIELD RIDGE TRUST AND SAVINGS BANK
6353 West 55th Street
Chicago, Illinois 60638
INSTRUCTIONS



FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF
ABOVE DESCRIBED PROPERTY HERE

2914 West 63rd Street
Chicago, IL

THIS DOCUMENT WAS PREPARED BY: J. Di Menna
6353 W. 55th St., Chicago, IL 60638

1. Mortgagors covenant to agree to pay such indebtedness and the expenses, taxes, special assessments, water charges, and sewer service charges against the premises including those hereinafter due, and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said premises shall so conclusively deemed valid for the purpose of this requirement; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the premises including those hereinafter due, and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said premises shall so conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter made, and such other insurance as the Mortgagor 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 will be satisfactory to the Mortgagor, such insurance policies shall be taken out and maintained during the said period of periods, and contain the usual clause satisfactory to the Mortgagor making them payable to the Mortgagor, and in case of foreclosure, paid payable to the holder of the certificate of sale, bonds of any deficiency, or receiver, or trustee, or any other person or persons entitled to receive, collect, compromise, or in discretion, all claims thereunder, and to execute and deliver on behalf of the Mortgagors all necessary proofs of loss, certificates, vouchers, releases and assignments 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 Mortgagor for such purposes; and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the premises or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or resumption of buildings and improvements now or hereafter made, unless Mortgagee gives consent to apply 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 mechanics' or other liens or claim of liens not expressly subrogated in writing to the lien herein; (6) Not to make, suffer or permit, without the written permission of the Mortgagor being first had and obtained, (a) any part of the premises 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 premises; (c) Any purchase on conditional sale, lease or agreement under which title is reserved in the vendor; or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said premises; (9) To pay the premiums on Mortgage Guaranty Insurance covering this mortgage when required by Mortgagor pursuant to its written commitment; and (10) To pay when due any indebtedness which may be accrued by a lien or charge upon the premises, superior to the lien herein, and upon receipt, exhibit satisfactory evidence of the discharge of such prior liens in Mortgagor.

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, when requested by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums or policies of fire insurance and such other hazards as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments occurring on the property, (all as estimated by the holder of the Note); such sums to be held by the holder of the Note, without any allowance for interest, for the payment of such premiums, taxes and special assessments provided, that such request whether or not complied with shall not be construed to affect the obligations of the Mortgagor to pay such premiums, taxes and special assessments; and to keep the mortgaged premises insured against loss or damage by fire or lightning. If, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagor shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for the purpose to be made by Mortgagor.

3. Mortgagors agree that Mortgagor may employ counsel for advice or other legal service at the Mortgagor'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 Mortgagor 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, (hereinafter referred to as 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 of like kind in 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 costs shall be payable by the Mortgagor to the Mortgagor 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 rate of ~~prime plus 3.75% floating~~

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6. In case of defaults in this Mortgagor may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or taxes, costs thereof, or release from any tax sale or forfeiture affecting said premises, prior to any tax or assessment. All money paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Mortgagor in its discretion to protect the premises and the lien herein, 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 ~~prime plus 3.75% floating~~

7. Mortgagor making any payment herein authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

8. At the option of the Mortgagor and without notice, Mortgagor, all unpaid indebtedness secured by this Mortgagor shall, notwithstanding anything in the Note or in this Mortgage in the contrary, become due and payable (a) immediately in the case of default, in making payment of any installment on the Note or on any other obligation secured hereby, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

9. In the event that Mortgagor or either of them (a) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagor's assets, or (b) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing their inability to pay debts as they become due, or (c) make a general assignment for the benefit of creditors, or (d) file a petition or answer seeking reorganization or arrangement with creditors; or to take advantage of any insolvency law, or (e) take any action for the purpose of effecting any of the foregoing or (f) any order, judgment or decree shall be entered upon application of a creditor of the Mortgagor by a court of competent jurisdiction approving a petition setting apart a receiver of trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unstayed and in effect for a period of 30 consecutive days, the holder of the Note may declare the Note forthwith due and payable, whereupon the principal and interest accrued on the Note and all unpaid taxes hereby secured, shall become ~~forthwith due and payable as of all of the said amounts were originally stipulated to be paid on such date;~~ and thereafter the ~~accrued~~ without notice or demand, may prosecute a suit at law and/or in equity as if all money secured hereby had matured prior to its institution. Furthermore, after issue proceedings should be instituted against the premises upon any other lien or claim, the Mortgagor may at its option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Note.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien herein. In any suit to foreclose the lien herein, there shall be allowed and included as additional expenses in the decree for sale all expenditures and expenses which may be paid or incurred by me on behalf of Mortgagor for attorney's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree); (b) for all such abstracts of title, title searches and examinations, insurance policies, title certificates and similar data and assurances with respect to title as Mortgagor may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at such sale which may be had pursuant to such decree the true condition of the title or the value of the premises; all expenditures and expenses of the purchaser at the foreclosed auction, when paid or incurred by Mortgagor in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgagor, shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage; any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure herein after accrued, at such time to foreclose whether or not actually commenced.

11. The proceeds of any foreclosed sale of the premises shall be distributed 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 herein; second, all other items which cause the terms herein constitute bidders additional to that evidenced by the Note with interest thereon as there is provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus in Mortgagor's hands, legal representatives or assigns, as their right may appear.

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 or insolvency of Mortgagor 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 homestead or not, and the Mortgagor may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the presidency of such receiver and, in case of a sale and a deficiency, during the hold statuary period of redemption, whether, there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient in such cases for the protection of such receiver's rights and interests in the premises during the whole of such period. The Court from time to time may authorize the receiver to apply the net income ~~in his hands~~ in payment in whole or in part of (1) the indebtedness secured hereby, or as reduced by any decree foreclosing this Mortgage, or (2) taxes, special assessments or other liabilities which may be or become superior to the lien herein or of such decree, provided such application is made prior to foreclosure date; (2) the deficiency in case of a sale and deficiency.

13. The Mortgagor will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension of execution law, any exemption from execution or sale of the premises or any part thereof; wherever enacted, now or at any time hereafter, anywhere, which may affect the terms and covenants, or the performance of this Mortgage, nor claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision, written, or oral, or pursuant to the decree, judgment, or order of any court of competent jurisdiction and the Mortgagor hereby expressly waive all benefit or advantage of any such law, or laws, and covenants, not to hinder, delay, or impede the execution of any power herein granted or delegated to the Mortgagor, but to suffer and permit the exercise of every power as though no such law or laws had been, made or enacted: The Mortgagor, for itself or themselves and all who may claim under it or them, waives, to the utmost, that it may lawfully do all right to have the mortgaged property marshalled upon any foreclosure herein.

14. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

15. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagor 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 Mortgagor as it may please, to the immediate reduction of the indebtedness secured hereby, or in 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 their assignee.

16. All available rents, issues and profits of the premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, under or by virtue of any lease, tenancy or right of occupancy or any part thereof, whether said lease or agreement be written or verbal, and it is the intention of the parties hereto that the said pledges and assignments shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases, tenancies and rights of occupancy, together with the right, in case of default, either before or after foreclosure, "to enter upon and take possession of, manage, administer and possess said premises, or any part thereof, for the term or terms for which the same were let, or for such longer or shorter time as the same may be let, and use such measures, whether legal or equitable as it may deem necessary to enforce collection thereof, employ racing agents or other employees, alias or separate said premises, buy furnishings and equipment therefrom when it deems necessary, purchase adequate fire and extended coverage as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money thereon, for any purpose herein stated to secure which a lien is hereby created on the premises and on the income therefrom which lies prior to the lien of any other indebtedness hereby secured, and out of the income less responsible 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 power herein given, and from time to time apply any balance of income not in its sole discretion, needed for the necessary purposes, (c) to establish and then, on the principle of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, (d) to sue, whether there be a decree in judgment therefor or not. Whenever all or the indebtedness secured hereby is paid, and the Mortgagor, in its sole discretion, feels that there is a substantial, unconverted default, in performance of the Mortgagor's agreements herein, the Mortgagor, as satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands; the possession of Mortgagor may continue until all indebtedness secured hereby is paid in full and until the deficiency is satisfied, but, however, have the discretionary power at anytime to refuse to take or to abandon possession of said premises without affecting the lien herein. Mortgagor shall have all power, if any, which it might have had without this paragraph.

17. In the event new buildings and improvements are not being, or are to be, erected, or placed on the premises (that is, if this is a construction loan), and if Mortgagor do not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagor, agreed to be completed within thirty days prior to the due date of the first payment of principal, or if work on said construction should cease before completion and the said work abandoned for a period of thirty days, then and in either event, the entire principal sum of the Note accrued by this Mortgage and interest thereon shall at once become due 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, and the expenses, and money, expended by Mortgagor in connection with such completion of construction, shall be added to the principal amount of said Note and secured by this Note.

18. A reconveyance of said premises shall be made by the Mortgagor to the Mortgagor, on full payment of all indebtedness thereon; the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of the Mortgagor.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor, and all persons claiming under or through Mortgagor, and the word "Mortgagor," when used herein, shall include all such persons and all persons liable for the payment of the indebtedness or any purchased, whether or not such persons shall have executed the Note or this Mortgage.

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