

# UNOFFICIAL COPY

88493810

Loan No. 211871650

## MORTGAGE

THE ABOVE SPACE FOR REORDERER'S USE ONLY

THIS INDENTURE, made October 12, 1988, between Miguel A. Cano and Maria V. Cano, his wife,

(herein referred to as "Mortgagors,") and GLADSTONE-NORWOOD TRUST & 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 Seventy-five Thousand and no/100----- dollars (\$ 75,000.00) 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 Ten & seven-eights per cent (10 87%) per annum prior to maturity, at the office of Mortgagee in Chicago, Illinois, in 180 successive monthly installments commencing December 1, 1988, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 846.75 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 eleven & 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, howsoever 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 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:

Lot 163 in Volk Brothers First Addition to Montrose and Oak Park Avenue Subdivision in the South 1/2 of Section 18, North of the Indian Boundary Line in Township 40-North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded September 9, 1925 as Document Number 9028488, in Cook County, Illinois.

PIN# 13-18-306-011

Property Address: 4341 N. New England Ave., Harwood Hts., IL 60634 DEPT-01 T#4444 TRAN 3189 10/26/88 15:28:00 \$12.00

88493810 #7003 #.D. # - 88-493810 COOK COUNTY RECORDER

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 therefrom 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 hereinafter 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 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 attorneys' 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,

Miguel A. Cano  
(SEAL)

Maria V. Cano  
(SEAL)

(SEAL)

STATE OF ILLINOIS ) I, the undersigned, a Notary Public in and for and residing in said County, )  
COUNTY OF Cook ) SS ) In the State aforesaid, DO HEREBY CERTIFY THAT Miguel A. Cano & Maria V. Cano, his wife  
who are personally known to me to be the same persons whose names are subscribed to the foregoing  
Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument in 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  
laws.

GIVEN under my hand and Notarial Seal this 12th day of October, A.D. 1988.

This document prepared by

Eleanor Kabala  
GLADSTONE NORWOOD TRUST & SAVINGS BANK, CHGO., ILL.

NAME Gladstone-Norwood Trust & Savings Bank  
STREET 5200 N. Central Ave.  
CITY Chicago, IL 60630  
RECORDERS OFFICE BOX NO.

G/N 131 use with G/N 130  
Rev 4/72

FOR RECORDERS INDEX PURPOSES INSERT STAMP HERE

ABOVE DESCRIBED PROPERTY HERE

4341 N. New England Ave.

Harwood Hts., IL 60634

1200

UNOFFICIAL COPY  
ON THIS LINE PROVISIONS REFERRED TO ON PAGE 1 ARE REVERSE SIDED

Page 2

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE ONE ARE REVERSE SIDE OF THIS MORTGAGE).

Is Mortgagee's covenant and agree to pay said indebtedness and the interest thereon as herein and in said Note, or other evidence thereof 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 the premises (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said premises 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 Mortgage may require to be insured against; and to provide liability insurance and such other insurance as the Mortgage 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, such insurance policies to be issued by the Mortgagee, subject to all periods or premium, and contain the usual clause subordinating to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure shall be payable to the owner of the certificate of sale, or other act of deficiency, any receiver appointed, or trustee, or assignee, or to the holder of the note, or in case of loss under such policies, the Mortgagee is subordinated to adjust, collect, and compromise, in its discretion, all claims thereunder, and to execute and deliver on behalf of the Mortgagors all necessary proofs of loss, receipts, vouchers, references, and documents, and to be registered by the insurance companies; and the Mortgagors agree to sign, upon demand, all receipts, vouchers and leases required of them to be signed by the Mortgagee for such purposes; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration or repair of, or upon the indebtedness, hereby secured in its discretion, and 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 restoration of buildings and improvements now or hereafter 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 mechanical or other lien or claim of lien not expressly subrogated in writing to the lien hereof; (6) Not to make, suffer or permit any unlawful use, or of any nuisance upon said premises 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 the 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 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 Mortgagee 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 hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior lien 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 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 on policies of life insurance and such other hazards as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments accruing 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 Mortgagors 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 Mortgagors shall pay the necessary amount to make up the deficiency. If amounts collected for these purposes should exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagors.

3. The privilege is granted to make prepayments on principal of the Note giving interest payment dates for this purpose prior to the last business day of each month, when all amounts due on the Note have been paid.

4. Mortgagee may collect a late charge equal to one-half of one percent (1/2%) on the unpaid balance of the indebtedness whenever accrued for each day the monthly payment (principal, interest, taxes, assessments, insurance premiums, or other charges, more than \$100.00 due) is in arrears, to cover the extra expense involved in handling arrearage payments.

3. Mortgagor agrees that Mortgagor may employ counsel for advice or other legal service or, at the Mortgagor's discretion, be entitled, with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation, in 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. All 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 Mortgagor on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall be due interest at the rate of 1.875 per cent (18 3/4%) per annum.

6. In case of default there, Mortgagor may, but need not, make any payment or perform any act herein required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, extinguish or settle any tax lien or other prior lien or title claim thereto, or redeem from any tax sale, or institute affecting said premises or contest any tax or assessment. All monies paid by any of the purposes, hereinabove set forth, and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money advanced by Mortgagor in its discretion to protect the premises, and the like hereof, shall be as much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of 11.875 per cent (—) per annum. Inaction of Mortgagor shall never be considered as a waiver of any right according to, or in account of any default, by creditor on the part of Mortgagors.

7. Mortgagor, making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the up-

proprietary public office without inquiry, into the currency of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title of claim thereto.

5. At the option of the Mortgagor and without notice to the Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in the instrument creating the Note, be paid in full by the Mortgagor at any time prior to the date when payment in full of such indebtedness becomes due under the other obligations secured hereby, or 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 Mortgagors or either of them (a) engage in the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagors' assets, or (b) are 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 file title in another setting to encumber or disclaim with creditors, or to take a majority of Mortgagors' assets.

**general assignment** for the benefit of creditors, or (D) file a petition in answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (E) file an answer admitting the material allegations of a petition filed against Mortgagor in any bankruptcy, reorganization, or insolvency proceeding, or (F) take any action for the purpose of effecting any of the foregoing, or (G) any order, judgment or decree shall be entered upon an application of a creditor of the Mortgagor, by a court of competent jurisdiction, approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagor's assets and such under, judgment or decree shall continue unstayed and in effect for an period of 30 consecutive days, the holder of the Note shall declare the Note forthwith due and payable; whereupon the principal and interest accrued on the Note and all other sums above hereby secured, shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such date; and thereafter the Mortgagor 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, it is to be understood proceedings should be instituted against the premises upon any other lien or claim, the Mortgage may at its option immediately upon institution of such suit, during the pendency thereof declare this Mortgage and the indebtedness secured hereby void and payable forthwith and may at its option proceed to foreclose this Note, etc.

11. The proceeds of any foreclosure 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 hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus so remaining after payment of all amounts due on the Note, to the heirs, legal representatives or assigns, as their case 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 the obligor as at the time of application for such receiver, provided that the amount of the principal, interest and taxes due and unpaid at the time of such appointment, and the amount due and unpaid at the time of such receiver's appointment, shall be sufficient to cover the expenses of such receiver during the pendency of such receiver suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be realization upon all or only a portion of the premises, except for the interest of such receiver, who would be entitled to collect such rents, issues, and profits, and all other powers which may be given by law, or are usual in such cases for the protection (including insurance and repairs), possession, control, management and operation of the premises during the whole of said 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, as evidenced by any Uccise instrument or instrument of record, or any tax, special assessment or other like which may be or become superior to the lien hereof or of such decree, provided such application is made prior to a foreclosure sale; (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 time, or any exemption from the execution of sale of the premises, or any part thereof, whenever executed, now or at any time hereafter so executed, which may affect the rights 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 stay or suspension of the execution of any judgment, or decree, or order of any court of competent jurisdiction, and the Mortgagor hereby agrees that he may be liable in respect to the debts, judgments, or orders of any court of competent jurisdiction, and the Mortgagor hereby agrees that he will be subject to any proviso, restriction, or covenant to the debts, judgments, or orders of any court of competent jurisdiction, and the Mortgagor hereby agrees that he will be subject to any such law, laws, and covenant as to hinder, delay, or impede the execution of any power herein granted or delegated to the Mortgagor, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Mortgagor, for himself or themselves and all who may claim under him or them, waives to the extent that it may lawfully go, all rights to have the mortgaged property marshaled upon foreclosure hereof.

**14. No action for the enforcement of the fees or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in any 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, 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 their assignee.

16. All rents, 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 or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof 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 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, as long as leases for terms deemed advantageous to it, terminate or modify any future leases, collect said available rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem necessary to enforce collection thereof, employ tenancy agents or other employees, after, at repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be desired, insurable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which liability is hereby created on the premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income to receive 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 any balance of income not, in its sole discretion, needed for the aboveaid 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 the same be a decree in personam thereto or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagor, in its sole discretion feels that there is no substantial unsecured debt in performance of the Mortgagor's agreements herein, the Mortgagor, on 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 or until the delivery of a writ pursuant to a decree foreclosing the lien herein, 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 discretionary power at anytime to release to take up, or abandon, possession of said premises without affecting the lien herein. Mortgagor shall not be liable for any damage to the property caused by the acts of the lessees.

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 loan mortgage) or if Mortgagor do not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagor, or if 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 should remain incomplete for a period of thirty days, then after 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 on the construction of the said buildings or improvements as aforesaid, Mortgagor may, at his option, also end and upon such notice, cancel, terminate and complete the construction of the said buildings and improvements and money so expended by Mortgagor in connection with such completion of construction, shall be added to the principal amount of said Note and secured by these terms, and shall be payable to Mortgagor, demand with interest at the rate of 11.875, per cent (—11.875 per annum). In the event Mortgagor shall elect to complete construction, Mortgagor shall pay full amounts expended and to employ subcontractors to protect the improvements from depreciation or injury and to preserve and care for the personal property therein, to continue pay all and continuing expenses for the erection and completion of said building or buildings, to make and enter into contracts and obligations, whenever necessary, either in its own name or in the name of Mortgagor, and to pay and discharge all debts, obligations and liabilities created thereby.

**18.** A recoverye of said premises shall be made by the Mortgagor to the Mortgagor on full payment of the indebtedness aforesaid the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgage.

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

2% of the