

Commercial Real Estate Mortgage and Assignment of Leases and Rents

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This mortgage is made on this date between the parties listed below. The Mortgagor(s) in consideration of the principal amount shown below and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages and warrants to the Lender, its successors and assigns, forever, the land and property described below, together with all privileges, improvements, rents and profits, easements, hereditaments, appurtenances, equipment, and other

personal goods of whatsoever description which may now or hereafter be located, situated or affixed on and used in connection therewith (hereinafter called the Property).

88597988

Mortgage Date

DECEMBER 16, 1988

Mortgage No. 5925815 Unit X

| MORTGAGOR(S) | | MORTGAGEE | |
|--------------|---|-----------|----------------------------|
| NAME(S) | FERNANDO DIAZ, A BACHELOR AND MARCELA L. DIAZ, A SPINSTER | NAME(S) | CIVIC FEDERAL SAVINGS BANK |
| ADDRESS | 2332 SOUTH KEDZIE | ADDRESS | 3522 WEST 26th STREET |
| CITY | CHICAGO | CITY | CHICAGO |
| COUNTY | COOK | COUNTY | COOK |
| STATE | ILLINOIS | STATE | ILLINOIS |

PROPERTY DESCRIPTION

LOT FOURTEEN (14) IN BLOCK EIGHT (8) IN KRALOVEC AND KASPER'S SUBDIVISION OF THE EAST HALF (E½) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY SIX (26), TOWNSHIP THIRTY NINE (39) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD (3rd) PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH QUARTY FOUR (44) ACRES THEREOF) IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 2332 SOUTH KEDZIE CHICAGO, ILLINOIS 60623. PERMANENT TAX # 16-26-215-033

88597988

| PRINCIPAL AMOUNT | DEFAULT RATE |
|---|-----------------|
| TWENTY FIVE THOUSAND TWO HUNDRED AND NO/100 Dollars \$25,200.00 | 5% OF THE P & I |

The Mortgagor Covenants and Agrees With the Lender as Follows:

- This mortgage secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto and every other indebtedness of any and every kind now or hereafter owing from Mortgagor to Lender howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this mortgage, any promissory note or of any other mortgage, assignment of leases or rents, security agreement, loan agreement, or any other agreement of whatsoever nature, whether written or oral, now existing or hereafter arising between the Mortgagor and the Lender (hereinafter all referred to as the Indebtedness).
- The Mortgagor promises to pay the Indebtedness in accordance with the terms thereof and to perform all of the terms and conditions from which the Indebtedness may arise. A charge for damages incurred equal to the default rate set forth above will be paid in addition to the rate of interest otherwise accruing upon any of the Indebtedness secured hereby from the date of default in the terms of such Indebtedness until such default is cured or redemption from sale under foreclosure of the Property occurs, whichever event shall first occur.
- The Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition, and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired. Mortgagor certifies that the property has not in the past been nor will in the future be allowed in any manner to be exposed or to contain hazardous substances as defined in the Federal Comprehensive Environmental Response, Compensation and Liability Act. The Lender shall have the right and access to inspect the Property at all reasonable times and if the Property, or any part thereof, shall require inspection, repair, or maintenance which the Mortgagor has failed to provide, the Lender, after reasonable notice, may enter upon the Property to effect such obligation, and the cost thereof shall be added to the Indebtedness and paid on the Lender's demand by the Mortgagor.
- The Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, and governmental charges at any time levied or assessed against the Mortgagor or the Property, and the Mortgagor will not do or permit to be done any act of whatsoever nature which would impair the lien of this mortgage; provided, however, that the Mortgagor shall not be required to pay any tax, assessment, or governmental charge so long as the Mortgagor in good faith disputes the validity thereof and provides for payment in a manner satisfactory to Lender in the event the Mortgagor loses the dispute.
- The Mortgagor promises to keep the Property insured against such risks, in such form and with such carriers as may within the sole discretion of the Lender be acceptable, causing the Lender to be named as loss payee or alternatively if requested by Lender, Mortgagee, in such form and manner as prescribed by the Lender. The Mortgagor hereby directs each and every insurer of the Property to make payment of loss to the Lender with the proceeds to be applied, only at the Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by the Lender to the Mortgagor.
- The Mortgagor hereby assigns to the Lender all judgements, decrees, and awards for injury, damage, or condemnation of or to the Property and authorizes the Lender, at its sole option, to apply the proceeds thereof to the payment of the Indebtedness in such manner as the Lender may elect.
- The Mortgagor promises to abstain from the commission of any waste on the Property and to comply with all present and future statutes, regulations, and rules of any governmental authority governing the Property or in any way concerning the use and occupancy thereof.
- The Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business, nor to attempt to sell or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of the Lender.
- At any time, upon a request of the Lender, the Mortgagor will execute and deliver to the Lender,

Box 16

UNOFFICIAL COPY

INDIVIDUAL

STATE OF ILLINOIS

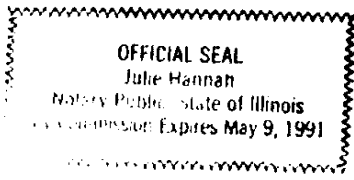
SS:

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 16th day of December, 1988.

by Fernando Diaz a bachelor and Marcela P. Diaz, a spinster

Julie Hannah dss



Notary Public Cook County, _____

My Commission expires: 5-9-91

88597988

PARTNERSHIP

STATE OF _____

SS:

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____.

by _____, partner on behalf of _____,

_____ a partnership.

COOK COUNTY RECORDER

886745-08 * # 8828

DEPT-01 1#444 TRAN 4490 12/29/88 11 53 00 \$15.00

Notary Public _____ County, _____

My Commission expires: _____

CORPORATION

STATE OF _____

SS:

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____.

by _____ and _____

who are the _____ and _____ of _____

_____ a _____ corporation, on behalf of the corporation.

Notary Public _____ County, _____

My Commission expires: _____

88597988

This instrument prepared by:

HILDA CORRAL
CIVIC FEDERAL SAVINGS BANK
3522 WEST 26th STREET
CHICAGO, ILLINOIS 60623

When recorded, return to:

#15-

and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as the Lender may be required, in the Lender's sole discretion, to effectuate, complete, and to perfect as well as to continue to preserve the indebtedness, or the lien or security interest created by this mortgage, in the event the Mortgagee shall fail or refuse to execute and deliver any such document to the Lender, the Mortgagee hereby constitutes and appoints the Lender, or any of its officers or employees, as the Mortgagee's true and lawful attorney in fact to do so, and the expenses thereof shall be added to the indebtedness and paid by the Mortgagee upon demand by the Lender.

10. As additional security for the indebtedness and the performance of all of the Mortgagee's covenants hereunder, the Mortgagee:

(a) hereby grants to the Lender a security interest in all personal property or fixtures which may now or hereafter constitute any part of the Property, in all personal property in possession of the Lender but belonging to the Mortgagee, and in any balance of deposit account with the Lender which may be applied by the Lender upon the indebtedness in the event of default hereunder; and

(b) hereby (i) pursuant to any statute now or hereafter existing and applicable to sales, assignments, transfers and sets over to the Lender all of the rents, profits, and income under any lease or leases of the Property, including any extensions, amendments, or renewals thereof, whether due or to become due, including all such leases in existence or coming into existence during the period this mortgage is in effect. This assignment of rents shall run with the land and be good and valid as against the Mortgagee or those claiming by, under, or through the Mortgagee, from the date of the recording of this instrument. This assignment shall continue to be operative during the period of any foreclosure or other action to enforce this mortgage, and during any receivership created hereunder, and during the period of redemption, including the period of deficiency in the repayment of the indebtedness. The Mortgagee acknowledges that this assignment is given as collateral security only and shall not be construed as obligating the Lender to perform any of the covenants or undertakings required to be performed by the Mortgagee contained in any such assigned leases. In the event of surrender or the taking of possession of the Property by the Lender upon the Mortgagee's default, the Lender may thereafter collect the rents and income therefrom, rent or lease the Property or any portion thereof upon such terms as the Lender may deem, in its sole discretion, advisable, and apply all proceeds derived therefrom to (i) preservation of the Property; (iii) payment of taxes; (iii) payment of insurance premiums; (iv) payment of interest or principal due on the indebtedness.

11. The following shall constitute default of this mortgage:

(a) the failure to pay either the interest or principal upon the indebtedness when due;

(b) the failure to perform or keep any of the covenants out of which the indebtedness arises or which governs any of the terms of the indebtedness;

(c) the insolvency of the Mortgagee;

(d) the filing by or against the Mortgagee of any insolvency, bankruptcy or receivership proceeding;

(e) the institution of any assignment by the Mortgagee for the benefit of the Mortgagee's creditors;

(f) the insolvency or death of any guarantor of this indebtedness;

(g) the death of the Mortgagee, if a natural person, or of any partner if the Mortgagee is a partnership;

(h) the dissolution, merger and consolidation or transfer of a substantial part of the ownership of the Mortgagee or any guarantor of the indebtedness if the Mortgagee or such guarantor is a corporation; or

(i) the non-payment of any taxes or insurance, which shall constitute waste and entitle the Lender to the appointment of a receiver under applicable law; or

14. The Mortgagee expressly acknowledges that it is the intent of both itself and the Lender to have a default of any of the provisions of this mortgage constitute a default of any other agreement which may now exist or hereafter arise between them, and that, likewise, a breach of any such agreement shall constitute a breach and default of this mortgage. It is the expressed intent of the Mortgagee to cross collateralize all of its indebtedness and Obligations to the Lender howsoever arising and whenever incurred.

15. It is further agreed that:

(a) no forbearance on the part of the Lender and no extension of the time payment of any of the indebtedness given by the Lender shall operate to release, discharge, modify, or change or affect the original liability of the Mortgagee herein or of its continued performance of the covenants and terms of any portion contained or in the covenants and terms of any portion of the liabilities;

(b) any reference to the Lender herein shall also include the Lender's successors and assigns;

(c) the covenants and conditions hereof shall bind and respectively heirs, executors, administrators, assigns and successors of the parties hereto;

(ii) the sale or transfer by Mortgagee of any interest in the Property, whether by deed, land contract, contract of sale, or the like,

(k) the Lender deems itself unsecured for any reason whatsoever.

12. In the event of default, the Lender may, without demand or notice, pay any taxes, assessments, premiums or liens required to be paid by the Mortgagee, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of said premises to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering said premises shall be added to the indebtedness and shall bear interest at the rate of interest otherwise accruing on the indebtedness secured hereby until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of the Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the indebtedness shall remain in the Lender's possession until the indebtedness is paid in full.

13. In the event of default, the Lender may, without notice, and at its option, declare the entire indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to sell or to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys fees, rendering any surplus monies to the party or parties entitled to the excess. Any such sale or a sale made pursuant to a judgment or a decree for foreclosure hereof may, at the option of the Lender, be made en masse. The commencement of proceedings to foreclose this mortgage in any manner authorized by law shall be deemed as exercise of the above option. In the event of default or the commission of waste, the Lender shall forthwith be entitled to the appointment of a receiver of the property and of the earnings, income, issue, and profits hereof, with such powers as the court making such appointments shall confer. The Mortgagee hereby irrevocably consents to such appointment and waives notice of any application therefor. IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEEDINGS FOR FORECLOSURE OF A MORTGAGE BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT THE LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF RENTS AND LEASES, ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

(j) the sale or transfer by Mortgagee of any interest in the Property, whether by deed, land contract, contract of sale, or the like,

(k) the Lender deems itself unsecured for any reason whatsoever.

12. In the event of default, the Lender may, without demand or notice, pay any taxes, assessments, premiums or liens required to be paid by the Mortgagee, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of said premises to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering said premises shall be added to the indebtedness and shall bear interest at the rate of interest otherwise accruing on the indebtedness secured hereby until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of the Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the indebtedness shall remain in the Lender's possession until the indebtedness is paid in full.

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14. The Mortgagee expressly acknowledges that it is the intent of both itself and the Lender to have a default of any of the provisions of this mortgage constitute a default of any other agreement which may now exist or hereafter arise between them, and that, likewise, a breach of any such agreement shall constitute a breach and default of this mortgage. It is the expressed intent of the Mortgagee to cross collateralize all of its indebtedness and Obligations to the Lender howsoever arising and whenever incurred.

15. It is further agreed that:

(a) no forbearance on the part of the Lender and no extension of the time payment of any of the indebtedness given by the Lender shall operate to release, discharge, modify, or change or affect the original liability of the Mortgagee herein or of its continued performance of the covenants and terms of any portion contained or in the covenants and terms of any portion of the liabilities;

(b) any reference to the Lender herein shall also include the Lender's successors and assigns;

(c) the covenants and conditions hereof shall bind and respectively heirs, executors, administrators, assigns and successors of the parties hereto;

(i) the non-payment of any taxes or insurance, which shall constitute waste and entitle the Lender to the appointment of a receiver under applicable law; or

(j) the dissolution, merger and consolidation or transfer of a substantial part of the ownership of the Mortgagee or any guarantor of the indebtedness if the Mortgagee or such guarantor is a corporation; or

(k) the insolvency or death of any guarantor of this indebtedness;

(l) the filing by or against the Mortgagee of any insolvency, bankruptcy or receivership proceeding;

(m) the institution of any assignment by the Mortgagee for the benefit of the Mortgagee's creditors;

(n) the insolvency or death of any guarantor of this indebtedness;

(o) the death of the Mortgagee, if a natural person, or of any partner if the Mortgagee is a partnership;

(p) the dissolution, merger and consolidation or transfer of a substantial part of the ownership of the Mortgagee or any guarantor of the indebtedness if the Mortgagee or such guarantor is a corporation; or

(q) the non-payment of any taxes or insurance, which shall constitute waste and entitle the Lender to the appointment of a receiver under applicable law; or

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BALLOON PAYMENT NOTE RIDER

THIS BALLOON PAYMENT NOTE RIDER ("Rider") is made this 16th day of DECEMBER 19 88, and is incorporated into and shall be deemed to amend and supplement a Note in the amount of \$ 25,200.00 dated an even date herewith, executed by the undersigned ("Borrower") to CIVIC FEDERAL SAVINGS BANK ("Lender") secured by a Mortgage, Deed of Trust or Deed to Secure Debt ("Security Instrument") dated an even date herewith.

In addition to the agreements and provisions made in said Note, both Borrower and Lender further agree as follows:

Any provisions of said Note, or other such instruments executed in connection with said indebtedness which are inconsistent with the provisions of this Rider, including, but not limited to, monthly payments of principal and interest, maturity date and notice to the Borrower are hereby amended or negated to the extent necessary to conform such instruments to the provisions of this Rider.

The following notice is given to the Borrower as part of this loan contract pursuant to Federal regulations:

*** AMORTIZED OVER 15 YEARS**

THIS LOAN IS PAYABLE IN FULL AT THE END OF 3 YEAR(S). YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER OR LOWER THAN THE INTEREST RATE ON THIS LOAN. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

At least ninety (90) but not more than one hundred twenty (120) days prior to the maturity of a Balloon Payment Loan, the Lender must send the Borrower a notice which states, among other things, the maturity date, the balance due at maturity (assuming all scheduled payments due between notification and maturity have been made), and whether and under what conditions the Lender will refinance the loan.

This Balloon Payment Loan shall be due and payable on JANUARY 1, 19 92.
Payment on this Balloon Payment Loan shall be as follows: (CHECK BOX(ES) THAT APPLY)

- Consecutive MONTHLY (monthly, quarterly, etc.) principal and interest installments of \$ 318.85 first due on the 1st day of FEBRUARY 19 89. Such payments to continue until maturity when the remaining principal balance and any unpaid interest thereon shall be due and payable.
- Consecutive _____ (monthly, quarterly, etc.) installments of interest only payable on the entire principal balance first due on the _____ day of _____, 19 _____. Such payments to continue until maturity when the entire principal balance and all unpaid interest thereon shall be due and payable.
- INITIAL RATE FIXED FOR FIRST 3 YEARS, THEREAFTER ADJUSTED ANNUALLY
CEILING: 18%

8835376888

If none of the boxes above have been checked, the payment terms on the attached Note shall be deemed to be the mode of payment selected by both Borrower and Lender.

IN WITNESS WHEREOF, Borrower has executed this Balloon Payment Note Rider.

X Fernando Diaz
FERNANDO DIAZ (Borrower)

Marcela L. Diaz
MARCELA L. DIAZ (Borrower)