

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).

88104334

Mortgage Date MARCH 7, 1988

Table with columns for MORTGAGOR(S) and MORTGAGEE, including fields for NAME(S), ADDRESS, CITY, COUNTY, and STATE.

PROPERTY DESCRIPTION: Lot Twenty Five (25) in Block One (1) in Allport's Subdivision of the North 3/8 of the East Third (E 1/3) of the West Half (W 1/2) of the North East Quarter (NE 1/4) of Section Thirty Five (35), Township Forty (40) North, Range Thirteen (13), East of the Third (3rd) Principal Meridian, in Cook County, Illinois. COMMONLY KNOWN AS: 3423 WEST FULLERTON CHICAGO, ILLINOIS 60647. PERMANENT TAX #13-35-202-005 VOLUME #373

88104334

Table with columns for PRINCIPAL AMOUNT and DEFAULT RATE. Principal amount: SEVENTY SIX THOUSAND AND NO/100ths--Dollars (\$ 76,000.00). Default rate: 5 % of P & I PAYMENT.

The Mortgagor Covenants and Agrees With the Lender as Follows:

- 1. 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).
2. 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.
3. 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.

- 4. 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 fails in the dispute.
5. 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, Mortgagor, 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.
6. 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.
7. 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.
8. 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.
9. At any time, upon a request of the Lender, the Mortgagor will execute and deliver to the Lender,

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INDIVIDUAL

STATE OF ILLINOIS

COUNTY OF COOK Dupage

SS:

The foregoing instrument was acknowledged before me this 7th day of March, 19 88.

by MICHAEL MARROQUIN, A BACHELOR

Ⓢ

Chupa Coules
~~Notary Public, State of Illinois~~

Notary Public Dupage County, Chupa Co

My Commission Expires: 8/21/90
"OFFICIAL SEAL"
CHUPA COULES
Notary Public, State of Illinois

PARTNERSHIP

STATE OF _____

COUNTY OF _____

SS:

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

by _____, partner on behalf of

_____, a partnership.

Notary Public _____ County, _____

My Commission expires: _____

DEPT OF RECORDING 114.25
T#1111 TRAN 4799 93/11/88 12 58-90
#9846 # A * 88-104334
COOK COUNTY RECORDER

CORPORATION

STATE OF _____

COUNTY OF _____

SS:

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: _____

This instrument prepared by:
KATHY ZYLA
CIVIC FEDERAL SAVINGS BANK
3522 WEST 26th STREET
CHICAGO, ILLINOIS 60623

When recorded, return to:
CIVIC FEDERAL SAVINGS BANK
3522 WEST 26th STREET
CHICAGO, ILLINOIS 60623



14.25

88104334

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[Handwritten Signature]

Signed, Sealed and Delivered in the Presence of:

IN WITNESS WHEREOF, said Mortgagor has executed this mortgage the day and year first noted above.

ALL
Parties
Must
Initial:

88104334

DELETIONS: The Mortgagor and Lender agree that the following paragraphs of this agreement may be deleted:

Property of Cook County Clerk's Office

Additional Provisions

(d) the Mortgagor agrees to pay the Lender, in addition to payment of the indebtedness, a pro rata portion of the taxes, assessments, mortgage guarantee insurance premiums (so long as this mortgage is insured by a mortgage guarantee insurance policy), hazard insurance premiums next to become due, as estimated by the Lender so the Lender will have sufficient funds on hand to pay taxes, assessments and insurance premiums within thirty (30) days before the due date thereof, and to pay the Lender, immediately, any deficit thereon, the monies so held not to bear any interest and, upon default, to be applied by the Lender on account of the indebtedness;

(e) all rights and remedies granted to the Lender hereunder shall be cumulative and not exclusive of one or the other or of any other remedy provided for by law or agreement, and may be exercised either successively or concurrently; and that
(f) if any provision of this mortgage shall be prohibited by state law, such prohibitions shall apply only to that provision and all other provisions of the mortgage shall remain in full force and effect.