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TOWN OF CICERO, COMMUNITY DEVELOPMENT DEPARTMENT  
 RENTAL REHABILITATION PROGRAM  
 1301 South 50th Avenue  
 Cicero, Illinois 60650

## MORTGAGE

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THIS MORTGAGE is made this 10th day of January,  
 19 89, between the Mortgagor, J.G.A. John G. Aurenz and Kathryn M. Aurenz  
his wife (herein "Borrower"), and the Mortgagee, TOWN OF  
 CICERO, an Illinois municipal corporation, through its Community  
 Development Department, whose address is 1301 South 50th Avenue, Cicero,  
 Illinois 60650 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of  
 U.S. \$ 20,756.07, which indebtedness is evidenced by  
 Borrower's note dated January 10, 1989 (herein "Note"), as  
 provided therein, which is attached hereto as Exhibit A and incorporated  
 by reference herein.

TO SECURE to Lender the repayment of the indebtedness evidenced by  
 the Note; the payment of all other sums, with interest thereon, advanced  
 in accordance herewith to protect the security of this Mortgage and the  
 performance of the covenants and agreements of Borrower herein  
 contained and to secure any advances made by the Mortgagee to the  
 Mortgagor(s) or its successor in title for any purpose at any time  
 before the release and cancellation of this Mortgage, Borrower does  
 hereby mortgage, grant and convey to Lender the following described  
 property located in the County of Cook, State of Illinois: 16-28-106-027-0000  
 Lot 45 and the West 20 Feet of Lot 46 in Block 15 in Hawthorne Land and  
 Improvement Company's Addition to Morton Park, A Subdivision of the East  
 half of the North West quarter of Section 28, Township 39 North, Range 13,  
 East of the Third Principal Meridian, in Cook County, Illinois  
 commonly known as 5304-06 W. 23rd Street Cicero  
 (Street) (City)  
 Illinois 60650 (herein "Property Address");  
 (Zip Code)

FUTURE ADVANCES upon request of the Mortgagor(s), the Lender at  
 Lender's option, prior to release of his Mortgage, may make future  
 advances to the Mortgagor(s). Such future advances, with interest  
 thereon, shall be secured by this Mortgage, when evidenced by Promissory  
 Notes stating that said Notes are secured hereby.

TOGETHER with all the improvements now or hereafter erected on the  
 property, and all easements, rights, appurtenances and rents all of  
 which shall be deemed to be and remain a part of the property covered  
 by this Mortgage; and all of the foregoing, together with said property  
 are hereinafter referred to as the "Property".

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Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal. Borrower shall promptly pay when due the principal indebtedness evidenced by the Note.

2. Prior Mortgages and Deeds of Trust; Charges; Liens.

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may accrue in a priority over this mortgage, and leasehold payments or ground rents, if any.

3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss of fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date that notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property (or to the sum secured by this mortgage).

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4. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall at all times keep property in accordance with all minimum building codes and housing codes then in effect.

5. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 5, with interest thereon, at the prevailing judgement rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder.

6. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of sums secured by the Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against

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such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be waiver of or preclude the exercise of any such right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Cosigners. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14 hereof. All covenants and agreements of borrower shall be joint and several. Any Borrower who consigns this Mortgage, but does not execute the Note, (a) is Co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

11. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with

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applicable law, such conflict shall not alter either provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. Rehabilitation Loan Agreement. Borrower shall fulfill all Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Said agreement is attached hereto as Exhibit B and incorporated by reference herein. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property. If Borrower sells or transfers all or any part of the property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 10 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period,

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Lender may, without further notice or demand on Borrower invoke any remedies permitted by paragraph 15 hereof. Mortgagee agrees that if mortgagor(s) enter into a contract to convey, assign or transfer said premises, and if said contract purchaser(s) are qualified by Lender (Town of Cicero) pursuant to Community Development requirements and secure financing as required by said contract of purchase, and as part of said contract, said purchaser(s) agree(s) to, and does sign a mortgage and note similar to this note (and mortgage which secures this note), then mortgagee shall release mortgagor(s) in writing from this note (and mortgage securing it).

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agreed as follows:

15. Acceleration; Remedies. Except as provided in paragraph 14 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, including but not limited to the Note and Rehabilitation Agreement, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title report.

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16. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The Receiver shall be liable to account only for those rents actually received.

18. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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## TOWN OF CICERO RENTAL REHABILITATION PROGRAM PROMISSORY NOTE

LOAN NUMBER: 103820

PLACE: Cicero, Illinois

AMOUNT: \$30,756.07

DATE: January 10, 1989

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of the Town of Cicero, an Illinois municipal corporation, through its Community Development Department the principal sum of ~~thirty thousand seven hundred~~ thirty thousand seven hundred ~~fifty six and seven cents~~ Dollars (\$30,756.07). The principal on this Note shall be immediately payable if any of the following conditions are violated by the Borrower:

1. Borrower agrees to rehabilitate the premises in accordance with the specifications as required by the Town of Cicero within 120 days of the date of execution of this Note.

2. Borrower, who owns the premises commonly known as 5304-06 W. 23rd Street, Cicero, Illinois ("premises"), shall maintain at least 50% of the floor space of said premises as residential rental property which is to be leased to members of the public for residential purposes upon the terms and conditions stated in this Note.

3. Borrower agrees to maintain the premises after rehabilitation in a safe and sanitary condition and to maintain the premises in compliance with all Town of Cicero Building Codes. Borrower further agrees to observe and comply with all rules, regulations, statutes, ordinances and laws, now in force or which may be enacted during the continuance of this Note by any municipal, county, state or federal authorities having jurisdiction over the premises.

4. Borrower agrees not to convert the unit(s) in said premises to condominium ownership or any form of cooperative ownership not eligible for the Rental Rehabilitation Program for ten (10) years from the date of completion of the rehabilitation of the premises as determined by the Town of Cicero, Community Development Department ("completion date").

5. For ten (10) years from the completion date, Borrower agrees not to discriminate against prospective tenants on the basis of their receipt of, or eligibility for, housing assistance under any federal, state or local housing agency program, or, (except for a project for housing elderly persons) on the basis that tenants have a minor child who will be residing with them.



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6. Borrower expressly agrees not to breach any term of the mortgage securing this Note.

7. Borrower agrees to otherwise abide by all of the requirements of the Cicero Rental Rehabilitation Program as contained in program brochures and information sheets transmitted to Borrower as part of the application/approval process, receipt of which is hereby acknowledged by Borrower.

## ADDITIONAL CONDITIONS:

IF ALL TERMS AND CONDITIONS are met by the Borrower, this Note shall be effective for a period of ten (10) years from the date of final inspection.

THE PRINCIPAL BALANCE of this Note shall decrease by an amount equal to one-tenth (1/10th) of the original face value of the Note on each succeeding anniversary of the completion date of the rehabilitation work, and the Mortgage shall be released on the tenth (10th) anniversary of the completion date of the rehabilitation work, if none of the conditions of this Note or the accompanying Mortgage are breached by the Borrower.

IN THE EVENT the undersigned shall fail to pay the principal amount of this Note when due, the Town of Cicero with notice to the undersigned, shall at its option institute foreclosure proceedings on the accompanying Mortgage. If this Note be reduced to judgments, such judgments should bear the statutory interest rate on judgments.

IF SUIT is instituted by the Town of Cicero to recover on this Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney fees and court costs.

THIS NOTE is secured by a Mortgage, duly filed for record in the office of the Cook County Recorder of Deeds, Cook County, Illinois.

IF THE LEGAL or equitable right, title or interest, in whole or in part, in said premises be conveyed, assigned or transferred by mortgagor(s), or, if an Agreement or Contract be entered into for such purpose without immediate transfer of said legal or equitable title, then all indebtedness secured by this mortgage, shall, at once or at any time thereafter, become immediately due and payable without notice to mortgagor(s), and that thereupon the mortgagee shall have the right immediately to foreclose this mortgage.

DEMAND, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption

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rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of its date.

*John M. Curran*  
Borrower

*Lathrop M. Curran*  
Borrower

Property of Cook County Clerk's Office

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## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

John G. Aurenz  
John G. Aurenz Borrower

Kathryn M. Aurenz  
Kathryn M. Aurenz Borrower

STATE OF ILLINOIS, Cook County ss:

11111 TRAN 1002 01/30/89 11:00:00

#0548 # 4 00-137-032700

COOK COUNTY RECORDER

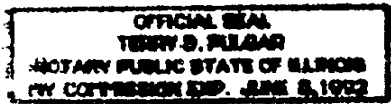
\$21.40

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that John G. Aurenz and Kathryn M. Aurenz, his wife personally known to me to be the same person(s) whose name(s) John G. Aurenz subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10<sup>th</sup> day of January, 19 89.

My commission expires:

Terry S. Pilsar  
Notary Public



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MAIL TO:  
TOWN OF CICERO COMMUNITY  
DEVELOPMENT DEPT  
1301 S 50<sup>th</sup> AVE  
CICERO IL  
60650

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SEARCHED INDEXED  
SERIALIZED FILED  
MAR 20 2008  
CLERK OF COURT