

Box \_\_\_\_\_

LOAN No. \_\_\_\_\_

**MORTGAGE**

TO  
COLUMBIA NATIONAL BANK  
52500 N. HARLEM AVE.  
CHICAGO, ILLINOIS 60656

ADDRESS OF PROPERTY: \_\_\_\_\_

1989 FEB 6 PM 2:15

COOK COUNTY ILLINOIS  
FILED FOR RECORD

89056150

Notary Public

89012033

My Commission Expires:

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_ personally known to me to be \_\_\_\_\_ of the partner \_\_\_\_\_ partnership, and personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument appeared before me this day in person and acknowledged that \_\_\_\_\_ signed and delivered the said instrument as free and voluntary act of said partnership, for the uses and purposes therein set forth.

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ }  
SS.

**ACKNOWLEDGEMENT**

Notary Public

My Commission Expires:

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ Secretary of said corporation, and \_\_\_\_\_ Secretary of said corporation, and 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 severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ }  
SS.

**ACKNOWLEDGEMENT**

Notary Public

My Commission Expires:

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_ Vice President of \_\_\_\_\_ an \_\_\_\_\_ Secretary of said \_\_\_\_\_ same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said \_\_\_\_\_ as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as \_\_\_\_\_ as Trustee, for the uses and purposes therein set forth, and as the free and voluntary act of said \_\_\_\_\_ as his own free and voluntary act and as the free and voluntary act of said \_\_\_\_\_ for the uses and purposes therein set forth.

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ }  
SS.

**ACKNOWLEDGEMENT**

(Trustee)

05195068

Full

UNOFFICIAL COPY

89012033

1989 JAN 14 1:17

9-012033

This instrument was prepared by... (Name) Address

89056150

BOX 333 - GG

MORTGAGE

MORTGAGE made December 28, 1988 between Salvatore Scardino, a married man and Antonio...

71-86-118-43

(herein, whether one or more, called "Mortgagor") and COLUMBIA NATIONAL BANK OF CHICAGO...

WHEREAS, Mortgagor has executed and delivered to Mortgagee a note of even date herewith...

the rate specified in the Note, and payable as provided therein, with a final payment...

NOW, THEREFORE, to secure (a) the payment of all sums due or owing under the Note...

Lots 12 and 13 in Block 3 in William E. Hatterfield, Milwaukee Avenue...

commonly known as 6730 W. Diversy and 1212 N. Milwaukee, Chicago, Ill.

PIN #13-26-225-055-0000

PIN #13-26-225-054-0000

THIS IS NOT HOMESTEAD PROPERTY.

which, together with the property hereinafter described, is called the "premises".

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances thereto...

TO HAVE AND TO HOLD the premises unto Mortgagee, its successors and assigns, forever...

Mortgagor covenants and agrees:

1. Mortgagor shall (a) keep the premises in good condition and repair, without waste...

2. Mortgagor shall pay or cause to be paid before any penalty attaches all taxes, assessments...

3. Mortgagor shall keep all buildings and improvements now existing or hereafter erected...

4. If the premises or any part thereof shall be taken by condemnation, eminent domain...

1306910

THIS MORTGAGE IS BEING RE-RECORDED TO ADD HOMESTEAD EXEMPTION LAW...

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My Commission Expires 8 30 89

GIVEN under my hand and Notarial Seal this

1989 day of August 19 1989  
I, PAUL SCARDINO, a Notary Public in and for the State of Illinois, do hereby certify that Salvatore Scardino personally known to me to be the same person as Salvatore Scardino who has appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of their right of homestead.

STATE OF ILLINOIS  
COUNTY OF }  
SS.

## ACKNOWLEDGEMENT (Individual)

IN WITNESS WHEREOF, Mortgagee has executed and delivered this Mortgage on the day and year first above written.

Salvatore Scardino  
Mortgagee

26. If Mortgagee is a trustee, then this Mortgage is executed by Mortgagee, not personally, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee and Mortgagee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Mortgagee as trustee as aforesaid, or on Mortgagee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied hereunder, or security hereunder, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right of security hereunder.

25. This Mortgage has been delivered at Chicago, Illinois, and the rights and obligations of the parties hereunder, including matters of validity, performance, construction and enforcement shall be governed and construed in accordance with the laws of the State of Illinois.

24. Mortgagee shall release this Mortgage and the lien thereon by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

23. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Mortgage be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or clause or the remaining provisions and clause of this Mortgage.

22. This Mortgage and all provisions thereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Note" when used herein shall be construed to mean "Notes" when more than one note is used. If more than one person shall have executed this Mortgage, then all such persons shall be jointly and severally liable hereon.

21. Time is of the essence of this Mortgage and of the performance by Mortgagee of its obligations hereunder.

20. If, by the laws of the United States of America or of any state or municipality having jurisdiction over the premises, any tax is due or becomes due in respect of the issuance of the Note, Mortgagee shall pay such tax in the manner required by law.

19. All amounts advanced by Mortgagee in accordance herewith to protect the premises or the security of this Mortgage shall become additional indebtedness secured by this Mortgage and shall bear interest from the date of disbursement at the post-maturity rate specified in the Note or, if no post-maturity rate is specified in the Note, then at the rate of 18% per annum unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law.

18. If Mortgagee is a corporation, Mortgagee hereby releases and waives, to the fullest extent permitted by applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage. If Mortgagee is a corporate trustee, Mortgagee hereby releases and waives to the fullest extent permitted by applicable law, any and all degree of foreclosure of this Mortgage and represents that it is duly authorized and empowered by the trust instruments and by all necessary persons to make such waiver and release.

17. Subject to applicable law or a written waiver by Mortgagee, Mortgagee shall apply the Funds to pay said taxes, assessments and insurance premiums. If the amount of the Funds held by Mortgagee shall not be sufficient to pay all of the taxes, assessments and insurance premiums when the same shall become due, then Mortgagee shall pay to Mortgagee on demand any amount necessary to make up the deficiency. Deposits for taxes and assessments required hereunder shall be made on the tax assessment year basis so that the amount accumulated during any calendar year is sufficient to pay the taxes and assessments for such calendar year, payable during the following calendar year, and if such deposits prove insufficient for that purpose, Mortgagee shall upon receipt of the bills covering such taxes and assessments forthwith deposit with Mortgagee the amount of the deficiency for the prior calendar year to which such bills relate. If the amount of Funds held by Mortgagee, together with the future installments of Funds payable prior to the due dates of taxes, assessments and insurance premiums, shall exceed the amount required to pay such taxes, assessments and insurance premiums as they become due, such excess shall be at Mortgagee's option, either promptly repaid to Mortgagee or credited on subsequent payments to be made for such items. The Funds are pledged as additional security for the indebtedness secured hereby and, in the event of a default hereunder or under the Note, at the option of Mortgagee, Mortgagee may, without being required to do so, apply any Funds at the time on deposit to payment, in whole or in part, of any of Mortgagee's obligations herein or in the Note contained in such order and manner as Mortgagee may elect.

16. If the payment of the indebtedness secured hereby or any part thereof be extended or varied, or if any part of the security therefor or any guarantor thereof be released, all persons now or at any time hereafter liable therefor, or interested in the premises, shall be held to assent to such extension, variation or release, and their liability and their liability and the lien and all provisions of this Mortgage shall continue in full force and effect, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release.

17. Subject to applicable law or a written waiver by Mortgagee, Mortgagee shall pay to Mortgagee on the day installments are payable under the Note, until the Note is paid in full, a sum therein "Funds" equal to the annual real estate taxes, special assessments, property insurance premiums and mortgage insurance premiums, if any, payable with respect to the premises, all as estimated by Mortgagee, divided by the number of installments to be made on the Note in each year. Notwithstanding the foregoing, Mortgagee shall not be obligated to make such payments of funds to Lender to the extent that Mortgagee makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

18. Mortgagee pays Funds to Mortgagee, the Funds shall be held by Mortgagee and may be commingled with such other funds or its funds. Unless applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagee any interest or earnings on the Funds.

19. Upon presentation to Mortgagee of bills therefor, Mortgagee shall apply the Funds to pay said taxes, assessments and insurance premiums. If the amount of the Funds held by Mortgagee shall not be sufficient to pay all of the taxes, assessments and insurance premiums when the same shall become due, then Mortgagee shall pay to Mortgagee on demand any amount necessary to make up the deficiency. Deposits for taxes and assessments required hereunder shall be made on the tax assessment year basis so that the amount accumulated during any calendar year is sufficient to pay the taxes and assessments for such calendar year, payable during the following calendar year, and if such deposits prove insufficient for that purpose, Mortgagee shall upon receipt of the bills covering such taxes and assessments forthwith deposit with Mortgagee the amount of the deficiency for the prior calendar year to which such bills relate. If the amount of Funds held by Mortgagee, together with the future installments of Funds payable prior to the due dates of taxes, assessments and insurance premiums, shall exceed the amount required to pay such taxes, assessments and insurance premiums as they become due, such excess shall be at Mortgagee's option, either promptly repaid to Mortgagee or credited on subsequent payments to be made for such items. The Funds are pledged as additional security for the indebtedness secured hereby and, in the event of a default hereunder or under the Note, at the option of Mortgagee, Mortgagee may, without being required to do so, apply any Funds at the time on deposit to payment, in whole or in part, of any of Mortgagee's obligations herein or in the Note contained in such order and manner as Mortgagee may elect.

20. If Mortgagee is a corporation, Mortgagee hereby releases and waives, to the fullest extent permitted by applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage. If Mortgagee is a corporate trustee, Mortgagee hereby releases and waives to the fullest extent permitted by applicable law, any and all degree of foreclosure of this Mortgage and represents that it is duly authorized and empowered by the trust instruments and by all necessary persons to make such waiver and release.

21. All amounts advanced by Mortgagee in accordance herewith to protect the premises or the security of this Mortgage shall become additional indebtedness secured by this Mortgage and shall bear interest from the date of disbursement at the post-maturity rate specified in the Note or, if no post-maturity rate is specified in the Note, then at the rate of 18% per annum unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law.

22. If, by the laws of the United States of America or of any state or municipality having jurisdiction over the premises, any tax is due or becomes due in respect of the issuance of the Note, Mortgagee shall pay such tax in the manner required by law.

23. Time is of the essence of this Mortgage and of the performance by Mortgagee of its obligations hereunder.

24. This Mortgage and all provisions thereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Note" when used herein shall be construed to mean "Notes" when more than one note is used. If more than one person shall have executed this Mortgage, then all such persons shall be jointly and severally liable hereon.

25. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Mortgage be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or clause or the remaining provisions and clause of this Mortgage.

26. Mortgagee shall release this Mortgage and the lien thereon by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

27. This Mortgage has been delivered at Chicago, Illinois, and the rights and obligations of the parties hereunder, including matters of validity, performance, construction and enforcement shall be governed and construed in accordance with the laws of the State of Illinois.

28. If Mortgagee is a trustee, then this Mortgage is executed by Mortgagee, not personally, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee and Mortgagee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Mortgagee as trustee as aforesaid, or on Mortgagee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied hereunder, or security hereunder, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right of security hereunder.

IN WITNESS WHEREOF, Mortgagee has executed and delivered this Mortgage on the day and year first above written.

Salvatore Scardino  
Mortgagee

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5. If Mortgagor shall fail to make any payment or perform any act required to be made or performed by Mortgagor hereunder, Mortgagee, without waiving or releasing any obligation or default, shall have the right, but shall be under no obligation, to make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Mortgagee, may be necessary or appropriate therefor. All sums so paid by Mortgagee and all costs and expenses so incurred, including without limitation reasonable attorneys' fees and legal expenses, shall be so much additional indebtedness secured hereby and shall become immediately due and payable by Mortgagor without notice and with interest from the date of disbursement at the rate specified in paragraph 19 hereof. Mortgagee in making any payment herein authorized for taxes, taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without regard to the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim against Mortgagee, in performing any act hereunder, shall be the sole judge of whether Mortgagor is required to perform the same under the terms of this Mortgage.

6. If after the date of this Mortgage any statute or ordinance is passed deducting from the value of real property for taxation any lien thereon, or changing in any way the laws in force for the taxation of mortgages or debts secured thereby, or the collection of any such taxes, so as to affect this Mortgage or the indebtedness secured hereby or the interest of Mortgagee hereunder, then in any such event the whole of the indebtedness secured hereby shall, at the option of Mortgagee, become immediately due and payable, unless Mortgagor, as permitted by law, pays such tax.

7. The occurrence of any one or more of the following shall constitute a default hereunder: (a) any failure to pay any amount owing under the Note on the date or dates specified therein; (b) any failure to pay any sum due or owing under this Mortgage; (c) any proceeding being instituted to enforce any lien, claim, charge or encumbrance upon the premises, or any proceeding for receivership, reorganization or insolvency is filed by or against Mortgagor or if Mortgagor shall make any assignment for the benefit of creditors; (d) if the premises be placed under the control or custody of any court; (e) if Mortgagor abandons the premises; (f) any statement, representation, covenant or warranty of Mortgagor herein or in any other writing at any time furnished by Mortgagor to Mortgagee, in any material respect as of the date made; (g) if a default pursuant to paragraph 12 hereof shall occur; (h) any failure to perform any other covenant or agreement of Mortgagor contained in the Note or in this Mortgage, which failure shall continue for a period of thirty days. Upon the occurrence of a default, Mortgagee, at its option and without notice or demand, may declare the indebtedness secured hereby to be immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage or exercise any other right, power or remedy as herein provided in the Note provided in equity conferred. For the purposes of subclause (d) of this paragraph the term "Mortgagor" shall mean not only Mortgagor but also any beneficiary of a trustee mortgagor and each person who, as guarantor, co-maker or otherwise, shall be or become obligated upon any part of the indebtedness secured hereby.

8. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to enter onto and upon the premises and take possession thereof and manage, operate, insure, repair or improve the same and do all things which in Mortgagee's judgment is necessary or proper to conserve the value of the premises. Mortgagee shall have the right to receive all earnings, revenues, rents, issues and profits of the premises or any part thereof and to apply the same to the payment of the indebtedness secured hereby. The expenses, including without limitation any receiver's fees, attorney's fees, costs and interest, incurred pursuant to the powers herein contained shall constitute so much additional indebtedness secured hereby, and shall be immediately due and payable by Mortgagor without notice and with interest from the date of disbursement at the rate specified in paragraph 19 hereof.

9. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the premises. Such appointment may be made either before or after sale, with or without the consent of Mortgagor and without regard to the then value of the premises. Mortgagee may be appointed as such receiver. Such receiver shall have the power to collect the rents, sales proceeds, issues, profits and proceeds of the premises during the period of his appointment, as well as during any further times when Mortgagor, except for the interest of such receiver, would be entitled to receive the same. The receiver shall have the possession, control, management and operation of the premises during the whole of said period. The court may from time to time direct the receiver to apply the net income from the premises in his hands in payment in whole or in part of the indebtedness secured by any decree foreclosing this Mortgage, or any tax, special assessment or other liens which may be or become superior to the lien of this Mortgage, provided such application is made prior to the foreclosure sale, or (b) the deficiency in case of a deficiency.

10. In any suit to foreclose the lien of this Mortgage, there shall be allowed and added as additional indebtedness secured hereby the decree of sale, all costs and expenses which may be paid or incurred by or on behalf of Mortgagee, including attorneys' fees, appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the premises, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, qualified title insurance and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary to protect its interest in the premises, and evidence to bidders at any sale which may be had pursuant to such decree, the true condition of the premises at the time of such sale, or any other reasonable purpose. All expenditures and expenses of the nature in this paragraph provided for shall be so much additional indebtedness secured hereby and shall become immediately due and payable by Mortgagor without notice and with interest from the date of disbursement at the rate specified in paragraph 19 hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order: first, to the payment of all costs and expenses incident to the foreclosure proceedings; second, to all other items which make up the terms of the indebtedness secured hereby additional to that evidenced by the Note, with interest thereon as herein provided; third, to the payment of any amount unpaid under the Note; fourth, any surplus to Mortgagor, or Mortgagor's heirs, legal representatives or assigns, and fifth, to the balance to the Mortgagee.

12. It shall be an immediate default hereunder if, without the prior written consent of Mortgagee, any of the following shall occur: (a) if Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment or transfer, by deed, mortgage, security interest or other encumbrance or alienation of all or any part of the premises, or if any beneficiary of Mortgagee shall create, effect or consent to or shall suffer or permit any sale, assignment or transfer, by deed, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in the premises, or if a corporation is a beneficiary of a trustee mortgagor, then if any shareholder of such corporation shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation results in a change in the voting control of such corporation, or (d) if Mortgagor is a partner in a partnership or joint venture, or if a beneficiary of a trustee mortgagor is a partnership or joint venture, then if any partner or joint venturer of such partnership or joint venture shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership interest or joint venture interest as the case may be of such partnership or joint venture. Notwithstanding the foregoing, the provisions of this paragraph 12 shall not apply to the lien of this Mortgage and to the payment of estate taxes not yet due and payable.

13. No action for the enforcement of the lien hereof or of any provision hereof shall be subject to any defense which would be available to the party interposing the same in an action at law upon the Note.

14. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for such purpose.

15. Subject to and without limitation of the provisions of paragraph 12 hereof, if the ownership of the premises becomes vested in any person other than Mortgagor, Mortgagee, without notice to Mortgagor, may deal with such successor in interest with reference to this Mortgage and the indebtedness secured hereby in the same manner as with Mortgagor, and may demand for and may accept payment of the indebtedness secured hereby, without discharging or in any way affecting the liability of Mortgagor hereunder to pay the indebtedness secured hereby.

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