## **MORTGAGE**

89038023

MORTGAGE made February 23	19 89	, between	Jorge	Perez, a	married
man , married to Geraldine Perez					
CONTRACTOR MALE CONTRACTOR OF CONTRACTOR CONTRACTOR STATE STATE OF CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR					

(herein, whether one or more, called "Mortgagor") and COLUMBIA NATIONAL BANK OF CHICAGO, a national bassociation, having its principal office at 5250 North Harlem Avenue, Chicago, Illinois 60656 (herein called "Mortgagee").

WHEREAS, Mortgagor has executed and delivered to Mortgagee a note of even date herewith (the "Note") in the amount of Seventy Thousand and no/100 ----- DOLLARS (\$ 70,000.00 ), bearing ), bearing interest at the rate specified in the Note, and payable as provided therein, with a final payment, or, if not payable in installments, then the only payment, due on February 23, 1992 payment, due on

Now, THEREFORE, to secure (a) the payment of all sums due or owing under the Note and all extensions and renewals thereof; (b) the payment of all other sums due or cwing or required to be paid as herein provided; and (c) the performance of the covenants and agreements of Mortgagor berein and in the Note contained, Mortgagor hereby conveys and warrants to Mortgagoe, its successors and assigns, the Cook , State of Illinois: following described real estate located in the County of

LOT 17 IN BLOCK 63 IN THE NORTHWEST LAND ASSOCIATION'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY OF THE NORTHWESTERN ELEVATED RAILROAD COMPANY), IN COOK COUNTY, ILLINOIS.

PIN #13-13-127-028 commonly known as 3054 V. Montrose Avenue, Chicago, IL 60618

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

TOGETHER with all buildings, improvements, tenements, e sements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mor gagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipmon or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether lingle units or centrally controlled) and ventilation, including without restricting the foregoing, screens, whose storm doors and windows, floor coverings, awnings, stoves, water heaters, built-in ovens, whether therefore and distance and dis washers, dryers and disposal units. 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 hereafter placed in the premises shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto Mortgagee, its successors and eligins, forever, for the purposes and uses herein set forth, hereby releasing and waiving all rights of Mortgagor under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

Mortgagor covenants and agrees:

- 1. Mortgagor shall (a) keep the premises in good condition and repair, without warde; (b) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (c) complete within a reasonable time any building or buildings now or at any time in the process of erection upon the premises except as required by law or municipal ordinance; (c) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) keep the premises free from liens of persons supplying labor of materials to the premises, and from all other liens, security interests, mortgages, charges or encumbrances, whether superior or subordinate to the lien hereof, except for the liens of this Mortgage, any prior mortgage of record in existence on the date hereof and current real estate taxes no. Let due and payable; (g) pay promptly when due any indebtedness which may be secured by a lien, charge or encumbrance on the premises a perior to or subordinate to the lien hereof, comply with all of the terms, covenants and conditions contained in any instrument evidencing the securing such indebtedness and upon request exhibit satisfactory evidence of the discharge of such prior or subordinate lien, charge or encambanace to Mortgagee; and (h) suffer or permit no change in the general nature of the occupancy of the premises.
- 2. Mortgagor shall pay or cause to be paid before any penalty attaches all taxes, assessments, water charges service charges and other similar charges which are assessed or levied against the premises, and shall, upon request, furnish to Mortgagor duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by law, any tax or assessment which Mortgagor may desire to contest.
- 3. Mortgagor shall keep all buildings and improvements now existing or hereafter erected on the premises insured against loss by fire, hazards included within the term "extended coverage", flood damage where Mortgagee is required by law to have its collateral so insured, and such other hazards as Mortgagee may require, in such amounts and in such companies as may be satisfactory to Mortgagee. All insurance policies and renewals thereof shall be in form acceptable to Mortgagee, shall include a standard mortgage clause in favor of and with loss payable to Mortgagee and shall be delivered to Mortgagee. Appropriate renewal policies shall be delivered to Mortgagee not less than ten days prior to the respective dates of expiration. In case of loss covered by any such policies, Mortgagor shall give prompt notice there of to the insurer and Mortgagee, and Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Mortgagee, at its option, may apply all or any part of the insurance proceeds of any loss either to the reduction of the indebtedness secured hereby in such order or manner as Mortgagee may elect or to the restoration or repair of the premises. Any such application of proceeds to principal shall not extend or postpone the due date of the installments, if any, due under the Note or change the amount of such installments. If, as provided in this Mortgage, the premises are acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the premises prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.
- 4. If the premises or any part thereof shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgagor, Mortgagee and those authorized to exercise such right, Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property so taken or for damages to any property not taken and all condemnation compensation so received shall be applied by Mortgagee as it may elect to the 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 secured hereby shall be delivered to Mortgagor. Such application of condemnation compensation shall not extend or postpone the due dates of the installments, if any, due under the Note or change the amounts of such installments.

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, a Notary Public in and for said County in the State aforesaid, do

## (Linsies) **VCKNOMLEDGEMENT**

bns .

	l, hereby certify that Vice President of
·ss {	COUNTY OF
33 }	STATE OF ILLINOIS

DDRESS OF PROPERTY:	MAIL TO	TO UMBIA NATIONAL BANK 2500 N. HARLEM AVE 11CAGO, ILLINOIS 50656	ORTGAGE	Box
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y said County in the State aloresaid,  , personally  , personally  the same persons whose names are whedged that as such  President and  President and  Of said corporation, for the uses and	personally known to me to be person and severally acknor- said instrument as sociation to be affixed thereto,	ni yab siht am anola t bar Lighed and delivered the Light baraya and delivered the corp	one to be the corporation, and corporation, and secretary, they poration, and cansed the said corporation as their fail corporation as the corporation as th	President and Secretary of said cort
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acknowledged that they signed and iny act of said  or and there acknowledge that he, as a nad there acknowledge that he, as it did affix the said instrument, as Trustee,	nt as such me this day in person and astant Secretary did also the	free and voluntary acts, a	Assistant Secretary, responsively near their own is second own the second of said opporate seal of said	Vice President and idelivered the said in as Trustee, for the us custodian for the court is his own free and

My Commission Expires:	
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instrument, appeared before me this day in person and acknowledged that	
who whose name personally known to me to be the sumb person	
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IN MEMORISS WILEKROP, Mortgagor has executed and delivered this Mortgage on the day and year first bove written. any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or sciently hereunder. thereon, or any indebtedness accruing hereunder, or to perform any covenant cither express or implied herein contained, all such liability, if 26. If Morigingor is a trustee, then this Moriginge is executed by Morigingor, not personably but solely as trustee as aforesaid in the execute that is possesses full power and authority conferred upon and vested in it as such trustee and Moriging herein cor an insed shall be construed as power and authority to execute this instrument. It is expressly understood and agreed that nothing herein cor an insed shall be construed as creative as aforesaid, or on Morigingor personably to pay 0-7 Note o. (any interest that may accrue creatingly or Moriging as trustee as aforesaid, or on Morigingor personally to pay 0-7 Note o. (any interest that may accrue creating any interest that may accrue

**sionill** 25. This Morgage has been delivered at Chicago, Illinois, and the rights and obligations of the parties hereunder, including matters of verificity, performance, construction and enforcement shall be governed and construct in accordance with the laws of the State of Hillinois.

24. Morigages shall release this Morigage and the lien thereof by proper instrument area discharge of all indebtedness secured hereby and payment of a reasonable fee to Morigagee for the execution of a content.

or chause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or chause or the remaining provisions and chause of this Mortgage.

applienble law, but if any provision or clause of this Mongage be deemed to be prainfied by or invalid under applienble law, such provision 23, Wherever possible, each provision of this Mortgage shall be lide presed in such manner as to be effective and valid under

Morigagor, the word "Morgagor" when used herein shall include all serions and all persons liable for the payment of the indebtedness accused hereby or any part thereof, whethere or not such persons al all it is executed the Note or this Morigage. The word "Note" when used herein shall be construed to mean "Note" when more than one is used. If more than one person shall have executed this Morigage, then one person shall have executed this Morigage, and such persons shall be jointly and severally liable he wan.

22. Τηψε Μοπμηκς από αll ηγονίατοπα της του? από εκτοπά το της θε διασίηκ υροή Μοπακον από αll ρετεύης είνατητη υπάετ οι τητουμή

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

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

additional indebtedness secured by this Mongae, and shall bear interest from the date of disbursement at the post-maturity rate specified in the Mote, then at the rate of 18% per annum unless payment of interest at such rate would be contract to applicable law, in which event such amounts shall bear interest at the highest rate permissible under would be contract to applicable law, in which event such amounts shall bear interest at the highest rate permissible under 19. All umounts advanced by Mongag at 1 accordance become to protect the premises of the security of this Mongage shall become

18. If Mortgagor is a corporation, Mortgagor bereby releases and waives, to the fullest extent permitted by applicable law, any and all the Mortgagor is a corporate trustee. Mortgagor is a corporate trustee, Mortgagor heteby releases and waives to the [ullest extent permitted by applicable law, any and all rights of redemption from sale under any order or detenger and waives to the [ullest extent permitted by applicable law, any and all rights of redemption from sale under any order or desired of foreelosure 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 recessary

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 Mortgagor's obligations herein or in the Note contained in such order and manner as Mortgagee The Funds are pledged as additional security for the indebtedness secured hereby and, in the event of a default hereunder or under

insurance premiums, shall exceed the amount required to pay such taxes, assessments and insurance premiums as they become due, such excess shall be, at Minagee's option, either promply repaid to Mortgager or credited on subsequent payments to be made for such items. Upon presentation to Mortgagee by Mortgagor 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, assessment sind insurance premiums when the same shall become due, then Mortgage shall pay to Mortgagee on demand any amount necessary to make up the deficiency. Deposits for taxes and assessment search search year basis so that the amount necessary to make on the tax assessment year basis so that the amount of eatendar year, payable during the following necessariests and the same same assessments for the prior calendar year, payable during the following eatendary year, and the same same to the deficient for that purpose, Mortgager shall upon receipt of the bills covering such taxes and assessments for the prior calendar year to which such bills relate. If the amount of Funds held by Mortgagee the amount of Funds payable prior to the due dates of taxes, assessments and mount of Funds held by Mortgage, to the prior to the due due due areas of taxes, assessments and insurance premiums as they become due, such insurance premiums, shall exceed the amount required to pay such taxes, assessments and insurance premiums as they become due, such

.kunu 🤄 If Morgagor pays Funds to Mortgagee, the Funds shall be held by Mortgagee and may be commingled with such other funds or its funds. Unless applicable haw requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the

such holder is an institutional lender. 17. Subject to applicable has or a written waiver by Mortgagee, Mortgagor shall pay to Mortgagee on the day installments are payable under the Mote, until the Mote is paid in full, a sum (herein "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 Mote in each year. Motwithstanding the foregoing, Mortgagor shall not be obligated to make "by the number of installments to be made on the Mortgagor makes such payments of funds to Lender to the extent that Mortgagor makes such payments of funds to Lender to the extent that Mortgagor makes such payments of funds to Lender to the extent that Mortgagor makes such payments of a prior mortgage or deed of trust if

16. If the payment of the indebtedness secured hereby or any part thereof be extended or varied, or if any part of the central 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 the lien and all provisions of this Morgage shall continue in full force and effect, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, and effect, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension,

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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 relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. 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 purposes of taxation any lien thereon, or changing in any way the laws in force for the taxation of mortgages or debts secured thereby, or the manner of 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 sum due or 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) if a proceeding be instituted to enforce any lien, claim, charge or encumbrance upon the premises; (d) if a proceeding of bankrupter, receivership, reorganization or insolvency is filed by or against Mortgagor or if Mortgagor shall make any assignment for the benefit of creditors; (e) if the premises be placed under the control or custody of any court; (f) if Mortgagor abandons the premises; (g) if any statement, representation, covenant or warranty of Mortgagor herein or in any other writing at any time furnished by Mortgagor is untrue in the material respect as or the date made; (h) if a default pursuant to paragraph 12 hereof shall occur; (i) any failure to perform or observe they other covenant or agreement of Mortgagor contained in the Note or in this Mortgage, which failure shall continue for a period of three Mortgagor and without impairing the lien created hereby or the priority of said lien or any right of Mortgagor, may declare all indebtedness mediately proceed to foreclose him Mortgage or exercise any other right, power or remedy as herein or in the Note provided or by law or the quity conferred. For the purposes of socialuse (d) of this paragraph 7, the term "Mortgagor" shall mean and include not only Mortgagor, obligated upon any part of the indebte faces secured hereby.
- 8. When the indebtedness secured here by 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 and improve the same and take any action which in Mortgagee's judgment is necessary or proper to conserve the value of the premises. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the premises or any part thereof and to apply the same to the reduction of the indebtedness secured hereby. The expenses, including without limitation any receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall constitute 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.
- 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, without regard to the solveney or insolveney of Mortgagor and without regard to the then value of the premises. Mortgage may be appointed as such receiver. Such receiver shall have the power to collect the rents, sales proceeds, issues, profits and proce do of the premises during the pendency of such receiver shall have well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, sales proceeds, issues, proceeds and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court may from time to time authorize the receiver to apply the net income from the premises in his hands in payment of scoole or in part of (a) the indebtedness secured hereby or by any decree foreclosing this Mortgage, or any tax, special assessment or other hers which may be or become superior to the lien hereof or such decree, provided such application is made prior to the foreclosure sale, i.e. (b) the deficiency in case of a sale and deficiency.
- 10. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness secured hereby in the decree of sale, all costs and expenses which may be paid or incurred by or on behalf of hostgagee for attorneys fees, appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expense evidence, costs for preservation of the premises, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and expensions, guarantee policies and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such such or to evidence to bidders at any sale which may be had pursuant to such decree, the true condition of the life to or value of the premises or for any other reasonable purpose. All expenditures and expenses of the nature in this paragraph menoone, hall be so much additional indebtedness secured hereby and shall become immediately due and payable by Mortgagor without notice; not 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 of priority first, on account of all costs and expenses incident to the foreclosure proceedings, second, to all other items which, under the couns hereof, constitute indebtedness secured hereby additional to that evidenced by the Note, with interest thereon as herein provided, third, to all sums remaining unpaid under the Note; fourth, any overplus to Mortgagor, or Mortgagor's heirs, legal representatives or assums, as their rights may appear
- 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, transfer, hen, pledge, mortgage, security interest or other encumbrance or alienation of all or any part of the title to the premises, (b) if Mortgagor is a trustee, then it any beneficiary of Mortgagor shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, hen, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in Mortgagor, (c) if Mortgagor is a corporation 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, hen, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in such corporation, and such sale, assignment, transfer, hen, 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 partnership or joint venture, or if any beneficiary of a trustee mortgagor is a partnership or joint venture, then if any partner or joint venturer in such partnership or joint venture shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, hen, 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 partner or joint venturer. Notwithstanding the foregoing, the provisions of this paragraph 12 shall not apply to the liens of this Mortgage and current real 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 detense which would not be good and valid 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 a 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 forbear to sue or may extend time for payment of the indebtedness secured hereby, without discharging or in any way affecting the liability of Mortgagor hereunder or upon the indebtedness secured hereby.