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Individual Mortgage revised 10/67

together with all improvements, tenements, easements, fixtures, coal, mineral rights and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation. All of the

Legal Description attached hereto as Exhibit "A" and made a part hereof.

89319498

NOW, THEREFORE, the Mortgagee, to secure the payment of said principal sum of money and said interest on said note, and all indebtedness of Mortgagee to the Mortgagee, whether now existing or hereafter incurred in accordance with the terms, provisions and limitations of said note and this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagee to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents, Grant, remise, release, alien, warrant and convey unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situated, in the Town of Cicero of County of Cook, in the State of Illinois, to-wit:

are made payable at the office of the Mortgagee in Cicero, Illinois; at the rate set forth in the note, and all of said principal and interest promises to pay the said principal sum from the date hereof with interest order of and delivered to the Mortgagee, in and by which note Mortgagee promises to pay the said principal sum from the date hereof with interest

W I T N E S S E I H :

First National Bank of Cicero, a National Banking Association which is organized and existing under the laws of United States of America and whose address is 6000 West Cermak Road, Cicero, Illinois 60650 (Mortgagee).

THIS MORTGAGE, is given on July 7, 1989

M O R T G A G E

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3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges of liens held in required to be paid by Mortgagee, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if, in the opinion of counsel for the Mortgagee, (a) it might be unlawful to require Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

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2. Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

1. Mortgagee shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without cost, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

To have and to hold the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagee does hereby expressly release and waive.

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 by the Mortgagee or its successors or assigns shall be considered as constituting part of the real estate.

8. Subject to applicable law or to a written waiver by Mortgagee, Mortgagee shall pay to Mortgagor on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may accrue or be levied on the property; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called

any default hereunder on the part of the Mortgagor. considered as a waiver of any right accruing to the Mortgagee on account of charges due under the Note. Inaction of Mortgagee shall never be at two percent (2.00%) greater than the rate then effective, and late become immediately due and payable without notice and with interest thereon hereof, shall be so much additional indebtedness secured hereby and shall advanced by Mortgagee to protect the mortgaged premises and the lien in connection therewith, including attorney's fees, and any other moneys for any of the purposes herein authorized and all expenses paid or incurred affecting said premises of contest any tax or assessment. All moneys paid hereof or claim thereof, or redemption from any sale of foreclosure and purchase, discharge, compromise or settle any tax lien or other prior partial payments of principal or interest on prior encumbrances, if any, form and manner deemed expedient, and may, but need not, make full or any payment or perform any act hereinafter required of Mortgagor in any case of default therein, Mortgagee may, but need not, take

of expiration. renewal policies not less than ten (10) days prior to the respective dates to the Mortgagee, and in case of insurance about to expire, shall deliver and shall deliver all policies, including additional and renewal policies, be evidenced by the standard mortgage clause to be attached to each policy, in case of loss or damage, to Mortgagee, such rights to hereby, all in compliance satisfactory to the Mortgagee, under insurance replacing or repairing the same or to pay in full the indebtedness secured by the insurance companies of moneys sufficient either to pay the cost of repairing and windstorm under policies providing for payment by the Mortgagee situated on said premises insured against loss or damage by fire, 6. Mortgagor shall keep all buildings and improvements now or

of said note (in addition to the required payments) as may be provided in Mortgagee shall have such privilege of making prepayments on the principal the terms of the note secured hereby or under the terms of this mortgage, 5. At such time as the Mortgagee is not in default either under

secured hereby. incurred by reason of the imposition or any tax on the issuance of the note Mortgagee, and the Mortgagee's successors or assigns, against any liability Mortgagee further covenants to hold harmless and agrees to indemnify the and agrees to pay such tax in the manner required by any such law. The respect of the issuance of the note hereby secured, the Mortgagee covenants state having jurisdiction in the premises, any tax is due or becomes due in 4. If, by the laws of the United States of America or of any

REGISTER

12. 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, including all such items as are mentioned in the preceding paragraphs hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the guaranty, with

11. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens Certificates and similar data and assurances with respect to title. Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at two percent (2.00%) greater than the rate then effective and late charges due under the Note, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof; after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

10. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms of the note and guaranty. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note, the guaranty, or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of principal or interest on the note or guaranty, or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the Mortgagor herein contained.

9. The Mortgagee making any payment hereby 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.

Escrow Items. Mortgagee may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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16. Mortgagee shall release this mortgage and lien thereof by

variation or release. expressly reserved by the Mortgagee, notwithstanding such extension, in full force, the right of recourse against all such persons being and their liability and the lien and all provisions hereof shall continue, shall be held to assent to such extension, variation or release, now or at any time hereafter liable therefor, or interested in said extended or varied or if any part of the security be released, all persons 17. If the payment of said indebtedness or any part hereof be

periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest. 16. After an event of default occurs, the Mortgagee shall

purpose. all reasonable times and access thereto shall be permitted for that 15. The Mortgagee shall have the right to inspect the premises at

hereby secured. available to the party interposing same in an action at law upon the note hereof shall be subject to any defense which would not be good and 14. No action for the enforcement of the lien or of any provision

of a sale and deficiency. application is made prior to foreclosure sale; (b) the deficiency in case become superior to the lien hereof or of such decree, provided such this mortgage, or any tax, special assessment of other lien which may be or part: (a) the indebtedness secured hereby, or by any decree foreclosing the receiver to apply the net income in his hands in payment in whole or in during the whole of said period. The court from time to time may authorize protection, possession, control, management and operation of the premises all other powers which may be necessary or are usual in such cases for the receiver, would be entitled to collect such rents, issues and profits, and any further times when Mortgagee, except for the intervention of such period of redemption whether there be redemption or not, as well as during suit and, in case of a sale and a deficiency, during the full statutory issues and profits of said premises during the pendency of such foreclosure as such receiver. Such receiver shall have power to collect the rents, be then occurred as a homestead or not, and the Mortgagee may be appointed without regard to the then value of the premises or whether the same shall insolvency of Mortgagee at time of application for such receiver and before or after sale, without notice, without regard to the solvency of appoint a receiver of said premises. Such appointment may be made either foreclose this mortgage the court in which such complaint is filed may 13. Upon or at any time after the filing of a complaint to

interest remaining unpaid on the Guaranty, third, all principal and interest remaining unpaid on the Guaranty; fourth, any overplus to Mortgagee, its heirs, legal representatives or assigns, as their rights may appear.

59319135

REC-1010108

BY: [Signature]
 RUDOGU, INC., an Illinois Corporation
 President

ATTEST: [Signature]
 SECRETARY, James A. Dimenez

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.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

20. Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of the Mortgagee, and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date of the mortgage, and on behalf of all other persons to the extent permitted by the provisions of the Illinois Code of Civil Procedure.

21. The Mortgagee will not, without the prior written consent of Mortgagee, sell, assign or transfer, whether by operation of law or otherwise, all or any portion of its interest in the premises, or enter into an agreement for any of the foregoing, including, without limitation, a lease with an option to purchase, an installment sale agreement or a conditional sale agreement.

By signing below, the Mortgagee(s) accept(s) and agree(s) to the terms and covenants in this mortgage and any rider(s) executed by Mortgagee(s) and recorded therein.

UNOFFICIAL COPY

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STATE OF ILLINOIS)

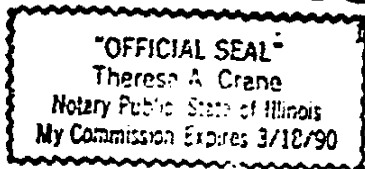
COUNTY OF Cook)

I, The Undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT RODOLFO GUERRERO, President of RUDOGU, INC., and MARIA GOMEZ JAMES A. JIMENEZ, 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 act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that said _____ Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said _____ Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under hand and notarial Seal this 7th day of July, 19 89.

Theresa A. Crane

Notary Public



COOK COUNTY RECORDER
RECORDED
INDEXED
SERIALIZED
JUL 11 1989
11-24-89
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Property of Cook County Clerk's Office

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EXHIBIT "A"

Lot 1 in Joseph Kanta's Subdivision of Blocks 1 and 2 in Subdivision of the West 1/2 of the Northeast 1/4 and Lot 2 in Block 2 in E. A. Cumming's and Company's Subdivision of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded June 1, 1914, as Document Number 5427725, in Book 127 of Plats, Page 24, in Cook County, Illinois.

PIN: 15-29-201-001

C/K/A: 5921 W. Cermak Road
Cicero, IL 60650

THIS DOCUMENT WAS PREPARED BY:

WILLIAM C. ANDERSON
SENIOR VICE PRESIDENT
FIRST NATIONAL BANK OF CICERO
6000 W. Cermak Road
Cicero, IL 60650
(312) 780-4908

RETURN RECORDED DOCUMENT TO:

FIRST NATIONAL BANK OF CICERO
6000 W. Cermak Road
Cicero, IL 60650

or

Box 284

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