

UNOFFICIAL COPY

89350936

Japan No. _____

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 11th, 1989, between Miguel Juarez and Delphina Juarez, his wife in joint tenancy,

(herein referred to as "Mortgagors,") and GLADSTONE-NORWOOD TRUST & SAVINGS BANK, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois, (herein referred to as "Mortgagee,") WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Forty Thousand and 00/100cts —

dollars (\$ 40,000.00), evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 3.00% initially and floating thereafter at .28% prior to maturity, at the office of Mortgagee in Chicago, Illinois, in 60 successive monthly installments commencing August 11, 1989, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 310.13 each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at .3% per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note").

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgage, during the term of this mortgage, howsoever created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagee or any of them of present or future indebtedness of third parties to Mortgagee, and of present and future indebtedness of any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar, in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook, and State of Illinois, to wit:

Lot 174 in Rudolphs Subdivision of Blocks 4 and 5 in Ogden's Subdivision of the Southwest $\frac{1}{4}$ of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

89350936

PIN # 14-18-320-031 Property Address: 4150 N. Damen
Chicago, Illinois 60618

DEPT 01

10.00

144444 - TRAN 1223 08/01/89 10.04.00

10.00

66237 H 10 444444

10.00

COOK COUNTY RECORDER

10.00

which, with the property hereinafter described, is referred to herein as the "Premises".

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits therefrom for so long and during all such times as Mortgagors may be entitled thereto which are judged primarily and on a parity 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, including (without limitation in the foregoing), screens, window shades, storm domes and windows, floor coverings, indoor beds, awnings, stoves, and water heaters. 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 on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes 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 Mortgagors do hereby expressly release and waive.

This Mortgage consists of two pages. The covenants, conditions and provisos appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure herein in case of default and for the allowance of Mortgagee's attorney's fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

Signed and sealed by the Mortgagors the date first above written,

(SRA) Miguel Juarez (SRA)

(SRA) Delphina Juarez (SRA)

STATE OF ILLINOIS)
 COUNTY OF)
 SS) In the State aforesaid, I, Nina D. Gaspich, a Notary Public, in and for and residing in said County,
 who are personally known to me to be the same person as Miguel Juarez and Delphina Juarez, his wife in joint tenancy, whose name is S. D. Gaspich, authorized to the foregoing
 instruments, appeared before me this day in person and acknowledged that they signed, sealed and delivered, the said instrument as their free
 and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation
 laws.

89350936

GIVEN under my hand and Notarial Seal this 11th day of July, A.D. 1989.

This document prepared by

Antoinette Marie Anderson
 GLADSTONE NORWOOD TRUST & SAVINGS BANK

NAME Gladstone-Norwood Bank
 STREET 5200 N. Central Avenue
 CITY Chicago, Illinois 60630

RECORDER'S OFFICE BOX NO. 34

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF
 ABOVE DESCRIBED PROPERTY HERE

4150 N. Damen

Chicago, Illinois 60618

11/2.00

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE)

13. Mortgagor, payment and notice, for and independence and the successions or heirs and in and during other evidence shall be provided according to pay-
ment, standing, for the time, all payment thereof, 13). To pay when due and before any party attaches thereto all taxes, special taxes, special assessments, water
charges, and sewer service charges against the premises from having those assessments due, and to furnish Mortgage, upon request, duplicate receipts therefor; and all such
sums extended against said premises shall be conclusively deemed valid for the purpose of this requirement; (14) To keep the improvements now or hereafter open and
presented against damage by fire, by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide liability insurance and such bills inci-
sive as the Mortgagee may require, until said indebtedness is fully paid; (15) To sign or execute, at the option of the holder, any instrument of the period of redemption, for the full amount
thereof, in such quantities, and in such form as shall be satisfactory to the Mortgagee with the Mortgagee's written shall witness with the Mortgagee during said period
or periods, and contain the usual covenants pertaining to the Mortgagee making them payable in the event of foreclosure sale payable to the name of the
successor of said owner of undivided interest, receiver of redemption, or of any other in a deed and in case of late under such policies, the Mortgagee is entitled to
advise, collect, and compromise; In the discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagee all necessary grants of lease, receipts,
warrants, franchises and privileges, required to be signed by the lessee, company, and the Mortgagee are to sign, upon demand, all receipts, warrants, and re-
lief and credits issued to be signed by the Mortgagee, for such purposes, and the Mortgagee is entitled to apply the same to the payment of the principal
or interest or upon the cancellation of the lease, but nothing payable thereon shall constitute any valid deduction or credit to be paid to full satisfaction of the
debt or to the holder of the Mortgagee, except the payment of building and improvement costs of realty or cost of removal of buildings and improvements
or other objects to apply on the cancellation of the lease, except the payment of realty or cost of removal of buildings and improvements or damage; (16) To keep said premises in good condition
and repair, and to bear all expenses of any repairs, and to pay all taxes on and expenses of any other item of claim of less not expressly authorized in writing as the law directs; (17) Not to make, suffer, or per-
mit any encumbrance on or against the property, except as hereinabove set forth, and to diminish any right he may have as of replevin to set off; (18) To comply with all requirements
of law with respect to the business and the tax thereon; (19) Not to commit waste, or damage, without the written permission of the Mortgagee being first had and observed;
it) completed the premises for any purpose which then that in which it is now used, (21) Any alienation of the improvements, apparatus, equipments, fixtures or equip-
ments now or hereafter used and maintained; (22) Any building or conditional sale, lease or agreement under which title is reserved to the vendor, or any apparatus, fix-
tures, or equipment to be placed in or upon any building, or improvements we said premises; (23) To pay the premium on Mortgagee's insurance covering the mort-
gage when required by Mortgagee pursuant to the written commitments; and (24) To pay when due any indebtedness which may be accrued by a firm or charge upon the
premises, comprising the land, buildings, and other property, exhibit satisfactory evidence of the discharge of each prior lien to Mortgagee.

1. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note, whenever
demanded by the holder of the Note, such sum as may be necessary for the purpose of establishing a reserve for the payment of premiums on policies of life insurance and
with valid dividends, or similar required by premium, operating the mortgaged property, and for the payment of taxes and special assessments assessed on the property, fall or
arising from the holder of the Note, until such time as to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and
special assessments provided that such charges whether or not computed with shall not be construed to affect the obligations of the Mortgagor to pay such premiums,
taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning. If, however, payments made before due for taxes,
special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagor shall pay the necessary amount
to make up the deficiency. The amount so paid shall be deducted from the principal balance of the Note, and the balance of the Note shall be reduced on subsequent
payments for three months to be made by Mortgagor.

2. At the discretion of the holder of the Note, the holder of the Note may require the Mortgagor to make a payment of all or part of the principal balance of the Note at
any time during the term of the Note, and the holder of the Note may require the Mortgagor to pay all or part of the principal balance of the Note at any time during the term of the Note.

3. The witness is directed to make preparations to give the following deposition in the cause of John G. Morrissey v. John J. Morrissey, to be taken before the Honorable John J. Quinn, Commissioner of the State of New York, at the office of the Clerk of the Court of Common Pleas of the County of New York, on the 1st day of January, 1878, during the year of our Lord one thousand eight hundred and seventy-eight.

hereby agreed on the date of this instrument, or any litigation in which the Mortgagor may be made a party or account of which may affect the title to the property, or using the funds which hereby borrow on which may affect said debt or title and any reasonable attorney's fees, an amount shall be added to and be a part of the debt hereby created. All charges and expenses reasonably incurred in the foreclosing of this mortgage, securing the same and to prosecute this suit, and any other expense or disbursements, including costs and debts of this, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt

hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree of judgment as a part of said mortgage debt and shall bear interest at the rate of six percent per annum.

in the event of default there will be no right to require payment or performance prior to the date required by the instrument.

the time of payment of principal and interest, or any part thereof, by the holder of the note, or by any other person, shall not affect the right of the holder to receive payment of the principal and interest when due, or to receive payment of any sum which may be due him under this note, and such payment shall not affect the rights of the holder of the note.

Existing loans are excluded from this definition.

At the station of the Mekong, all except one hundred, secured by the Menglong, were interred on the River or

in this document, to the contrary, between the parties, it is agreed that all disputes shall be settled by arbitration, and that the date for the commencement of such arbitration agreement is the date of delivery of notice of any claim made by the Plaintiff or any other written notice to the Defendant.

In the years that followed, he became one of the best-known and most popular speakers in the country, addressing audiences at meetings, conventions, and educational institutions.

(b) any action, suit or proceeding, whether civil, criminal, administrative or investigative, brought by or against the person, or (c) any order, judgment or decree shall be issued upon an application of a creditor of the person.

¹Participants in a survey of community pharmacists reporting a positive working environment or a positive view towards all or a substantial part of the Management, Admin and Support staff in their organisation.

the Legislature without notice or demand may pass over a bill or bills introduced in regard thereto, and such proceedings should be instituted against the persons upon whom such bills or bills were introduced.

form, the Marquis may at his option, renounce his right to any compensation of such costs, during the period in which the doctor, the Marquis and the under-treasurer of the court have been engaged in the preparation of the accounts.

Finally, the *Montgomery Advertiser* has been asked to publish a statement to the effect that it will not accept any more material from the *Advertiser* or any other newspaper for its personal, local, regional, state, national, or international news columns.

ARTICLE 14. The Lender shall have the right to require the Borrower to pay to the Lender, in addition to the principal amount of the Note, interest on the unpaid principal balance of the Note at a rate of interest equal to the rate of interest on the Note plus one-half percent (1/2%).

1. The proceeds arising from the sale of the premises shall be distributed and applied in the following order of priority first, an amount of all costs and expenses incident to the liquidation proceedings, including all such items as are mentioned in the preceding section; secondly, an amount provided by the State with respect thereto or otherwise provided; thirdly, all principal and interest remaining

14. Upon, or at any time after the filing of suit or action therefor, the Covenants which exist and are in full force, except as to such portions of the property as may be sold or otherwise disposed of by the Covenants.

and without regard to the then value of the property, or whether the same shall be then occupied as a home or not, and the lessees may be evicted as and when necessary.

the value of such resources, would be available to certain areas, states and provinces, and all other persons which may be entitled by law or regulation to participate in the proceeds of such resources.

13. The Management will, at any time during open or private, or public, or any other manner whatsoever claim to any benefit or advantage of any kind, which may affect the employees, for any compensation, whether in respect of all or of any part of the personnel, or any part thereof, whatsoever assessed, howsoever or at any time hereinafter, or, and,

the performance of the functions, and the results, we find upon an analysis of all the new or existing laws providing for the education or appearance of the members, we can easily perceive any one who may be interested what may be done to improve any provision by reference to the diversity of the circumstances.

14. Judgment, or order of any court of competent jurisdiction, and the Mortgagor hereby expressly waives all benefit or advantage of any such judgment, and agrees to make no defense against the execution of this instrument by any creditor or holder in due course, and to waive all right to have the mortgaged property repossessed upon any foreclosure hereon.

16. The action of the arbitrator or of any person or persons so chosen shall be adduced to any defense which would not be good and available to the party participating in the arbitration.

16. All costs, fees, taxes and profits of the permanent site shall be paid by the Borrower to the Lender, under or
in connection with the making of the Mortgage, whether now due or hereafter to become due, under or
in respect of the principal amount of the principal, interest, and all other amounts of compensation so accrued shall be forthwith applied by the Lender to the
payment of the principal amount of the principal, interest, and all other amounts of compensation so accrued, provided that any excess over the
amount of the indebtedness shall be delivered by the Mortgagor to their assignees.

in the event of the death or incapacity of any party, his or her estate, whether said lease or agreement is written or verbal, and it is the intention of the parties hereto that such lease and/or agreement shall not be deemed merged in any lease or agreement made by the surviving party.

the bonds for items defined above, except to the ultimate or middle existing or future leases, interests and supplies, rents, leases and profits, if applicable, of land owned, or any such interests, whether legal or equitable, as it may, from time to time, possess in lands, collections thereof, employ service agents or other employees, other or separate and cumulative, for furnishings and equipment thereon, which it deems necessary, postage, adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general retaining all powers ordinarily incident to absolute ownership, advance or future money advances for any purpose herein allowed to accrue, which shall be hereby created, or the income therefrom which shall be given to the use of which other funds hereinafter by it retained, and one of the terms of which shall be a reasonable compensation for itself, pay dividends, pensions, wages and compensation, and all expenses of every kind, including attorney's fees, incurred in the collection of the amounts due thereon, and fines due to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest due on the principal of the individual or jointly owned, before or after any decree of foreclosure, and wherefore the defences in the proceedings of sale, if any, whether or not he be a debtor in possession thereon or not, whenever all of the individual or jointly owned bonds to paid, and the Mortgagee, in its sole discretion, shall there be no substantial unassisted default in performance of the Mortgagor's obligations thereto, the Mortgagor, by his attorney or attorneys therein, shall acknowledge payment down and pay monthly, until the date of final discharge of the mortgage, upon a day not less than the last day of each month, the sum of \$100.00, and the delivery of a Mortgagor's copy of his receipt showing the last receipt, but if one dead is issued, then until the expiration of the statutory period during which it may be issued, Mortgagor shall, however, have the discriminatory power of requiring an infuse in take of 10 abrupt payment of said amounts without affecting the last receipt, Mortgagor shall be all amounts, if any, which he might have had without this paragraph.

11. In the event of buildings and improvements are now being or are to be erected or placed on the premises (herein to be referred to as "Buildings and Improvements") by the lessee, the lessee shall pay to the lessor the amount of the monthly rent for the month in which the Building and Improvement is first erected or placed on the premises plus one-half of the monthly rent for each month thereafter during which the Building and Improvement remains on the premises, provided that the Building and Improvement is not removed from the premises during the term of this lease.

and payable, by the trustee of Mortgagor, and in the event of abandonment of all right and the constitution of the said buildings or improvements for the period of three years or otherwise, Mortgagor may, at his option, pay over into and apply the abovementioned advances and complete the construction of said buildings and improvements in such manner, as may be directed by Mortgagor in connection with such construction and improvements above to be added to the principal amount of said sum and secured by these contracts, and shall be payable by Mortgagor on demand, with interest at the rate of **Prima** ~~Prima~~ ^{Prima} per cent., in the event Mortgagor shall elect to complete construction, Mortgagor shall have full and complete ownership in all parts, Mortgagor shall protect the improvements from depreciation or injury and to preserve and secure the personal property therein, to construct any and all outstanding contracts for description and completion of said building or buildings, as well and enter into contracts and obligations, whatever they may be, either in its own name or in the name of Mortgagor, and to pay and discharge all debts, obligations and liabilities