

# UNOFFICIAL COPY

90471879

COOK COUNTY, ILLINOIS  
DEED RECORD

1990 SEP 21 PM 3:30

90471879

## MORTGAGE

\$20.00

THIS MORTGAGE, made this 24th day of September 1990, by and between, MARIA GARCIA <sup>may be read to</sup> AND ANTONIO GARCIA (hereinafter sometimes called the "Grantor") and COSTANTINE M. VOSNOS AND IRENE VOSNOS (hereinafter called the "Mortgagee"),

### WITNESSETH:

WHEREAS, the Grantor is justly indebted to the Mortgagee for the principal sum of up to EIGHTY- FIVE THOUSAND DOLLARS (\$85,000.00) which indebtedness is represented by a certain Promissory Note (hereinafter, together with any notes issued in substitution, renewal or extension thereof and as it may be from time to time modified or amended, called the "Note") for said amount, dated as of even date herewith which is finally due payable to the order of Mortgagee on September 23, 2010.

WHEREAS, the Note bears interest payable as provided in the Note on the principal amount thereof from time to time unpaid, which principal and interest is payable in lawful money of the United States of America at such place as the Mortgagee or legal holder thereof may from time to time appoint in writing.

NOW, THEREFORE, for the purpose of securing the payment of the principal of and interest on the Note and any and all other liabilities, direct or contingent, that may now or hereafter become owing to the Mortgagee pursuant to the Note or this Mortgage and the performance of the covenants and agreements herein contained to be performed by the Grantor, the Grantor hereby CONVEYS, WARRANTS AND MORTGAGES unto the Mortgagee certain real estate situated in the County of Cook and State of Illinois as more fully described on Exhibit A hereto, together with all and singular the tenements, hereditaments, easements, privileges, appendages and appurtenances thereunto belonging or in anywise appertaining, all buildings and improvements now located thereon or which may hereafter be placed thereon, the rents, issues and profits thereof (which are hereby expressly assigned to the Mortgagee), and all apparatus, equipment, and fixtures of every kind and nature whatsoever located thereon or attached thereto, it being agreed by the parties hereto that all such items of property (and all substitutions therefor or additions thereto) are necessary, indispensable and especially adapted and appropriate to the use and operation of said premises and constitute an integral part of said real estate, and that all of the same are hereby conveyed, assigned and pledged, or intended so to be, and shall be deemed and treated for all purposes of this instrument as real estate and not as personal property. All of said items of property, together with said real estate and the

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buildings and improvements thereon, are hereinafter sometimes referred to herein as the "premises" or the "mortgaged property".

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

In consideration of the premises and for the better securing of the payment of said principal sum, interest, and of all other indebtedness hereby secured, the said Grantor hereby agrees with the Mortgagee, as follows:

To pay said indebtedness and the interest thereon as herein and in the Note provided, or according to any agreement extending the time of payment thereof; to pay prior to the delinquent date in each year, all taxes and assessments levied or assessed upon said premises or any part thereof; to pay, within thirty (30) days after the same shall become due under the ordinances, requirements or regulations of the municipality in which the real estate described herein is situated, all water charges against said premises; not to allow any building erected on said premises to remain unfinished, nor do, nor permit to be done upon said premises, anything that might impair the value thereof, or the security intended to be effected by virtue of this instrument; and in case of the failure of the Grantor so to pay taxes, water charges, or special assessments, or to keep the mortgaged property in good repair and in a completed condition, free from any liens thereon, then the Mortgagee may pay such taxes, water charges, or special assessments, or redeem said premises from any tax sale, or discharge or purchase any tax claims or other liens thereon, or make repairs on any part of the mortgaged property, or complete any unfinished building on said premises, or pay out any other sums or sums necessary for the protection, enforcement, or collection of this security, and any and all moneys paid for any such purpose, with interest thereon from the respective dates of payment at the rate set forth in the Note shall become so much additional indebtedness secured hereby, and shall be included in any decree of foreclosure hereof, and shall be paid out of the rents and proceeds of sale of said premises if not otherwise paid by said Grantor; and it shall not be obligatory, in advancing or disbursing moneys for any purpose above authorized, to inquire into the validity of any claim or lien for which such disbursement is made. Nothing herein contained shall be construed as requiring the Mortgagee to advance or expend moneys for any of the aforesaid purposes.

As additional security for the payment of the aforesaid indebtedness, the Grantor covenants and agrees to keep all

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buildings and fixtures that may be upon the said premises at any time during the continuance of said indebtedness, insured against loss or damage by fire for the full insurable value of said buildings and fixtures; and to make all sums recoverable upon such policies payable to the Mortgagee by the usual mortgage clause to be attached to such policies. In case of failure of the Grantor to insure as above provided, then the Mortgagee may procure such insurance for a term not to exceed five (5) years, and all moneys paid therefor, with interest at the rate provided in the Note shall be so much additional indebtedness secured hereby and may be included in any decree of foreclosure hereof; but it shall not be obligatory upon the Mortgagee to advance moneys or to pay for any such insurance. If the Grantor takes out any policy of insurance, any loss thereunder shall be deemed payable to the Mortgagee although not so declared in said policies; and the Mortgagee is hereby authorized and empowered to collect the same, with or without suit, and give receipts therefor.

The Mortgagee is hereby empowered to adjust, collect and compromise, in its discretion, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts, releases, and other papers; and all insurance money recovered shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixtures damaged or destroyed.

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive, all compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Mortgagee, as she may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged.

It is further expressly covenanted and agreed by the Grantor that, in case of foreclosure of this Mortgage in any court of law of equity, or the commencement of foreclosure proceedings, or preparation therefor, all expenses of every kind paid or incurred by the Mortgagee in or about the enforcement, protection, or collection of this security, including reasonable costs, attorney's fees, and stenographer's fees of the complainant in such proceeding or preparation therefor, and also all outlays for documentary evidence and the cost of a complete abstract of title to said premises, and for an examination or opinion of title for the purpose of such foreclosure, shall be paid by the Grantor, and that all similar fees, costs, charges, and expenses paid or

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incurred by the Mortgagee in any other suit or legal proceeding in which it shall be or be made a party by reason of this Mortgage, shall also be paid by the Grantor and that all such fees, costs, charges and expenses, shall constitute so much additional indebtedness secured by this Mortgage, and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclose this Mortgage, whether decree of foreclosure shall have been entered therein, or not, shall be dismissed, nor shall a release of this Mortgage be given until all such expenses, charges, and costs of suit, including Mortgagee's, attorney's, and stenographer's fees, shall have been paid.

There shall be included in any decree foreclosing this Mortgage and be paid out of the rents, or out of the proceeds of any sale made in pursuance of any such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, stenographer's and Mortgagee's costs, outlays for documentary evidence and cost of said abstract and examination or opinion of title; (2) all the moneys advanced by the Mortgagee for any purpose authorized in this Mortgage, with interest on such advances at the interest rate set forth in the Note; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all of said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Grantor, on reasonable request.

It is further covenanted and agreed that the various rights, powers, options, elections, appointments, and remedies contained in this Mortgage shall be construed as cumulative, and no one of them as exclusive of the others, or of any rights or remedies allowed by law, and that all the conditions, covenants, provisions, and obligations herein contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither said Mortgagee, nor any of its agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except in case of its, his or their own gross negligence or misconduct. No delay or omission to exercise any right or power accruing upon any default continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient.

The Grantor hereby waives any and all rights of redemption from sale and of reinstatement under any order or decree of

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foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Grantor, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

All rights and remedies given to the Mortgagee by the covenants, undertakings and provisions of this Mortgage are deemed to be cumulative and not in any way in derogation to the rights of the Mortgagee under the laws of the State of Illinois and the invalidity of any one or more covenants, phrases, sentences, clauses or paragraphs of this Mortgage shall not affect the remaining portions of this Mortgage, or any part hereof.

Any default under or breach of any of the terms, covenants, conditions or provisions of this Mortgage or the Note shall entitle the Mortgagee to all rights and remedies provided herein, in case of other defaults hereunder, including, without limitation, the right to foreclose this Mortgage.

Notwithstanding any provision contained in this Mortgage to the contrary, the maximum principal indebtedness secured by this Mortgage is \$85,000.00 plus the costs of enforcing this Mortgage plus all advances made by Mortgagee to protect the lien of this Mortgage and its priority plus all accrued and unpaid interest.

The Grantor will not, without the prior express written consent of the Mortgagee in each case: sell, assign, transfer, convey, lease or otherwise dispose of, or permit to be sold, assigned, transferred, conveyed, leased or otherwise disposed of, the mortgaged property or any part thereof or any interest or estate in any thereof including, without limitations the beneficial interest in any trust holding title to the mortgaged property; or create, suffer to permit to be created or to exist any mortgage, lien, claim, security interest, charge, encumbrance or other right or claim of any kind whatsoever upon the mortgaged property or any part thereof or the beneficial interest in any trust holding title to the mortgaged property.

Antonio Garcia joins in this Mortgage solely for the purpose of waiving his homestead rights and any other rights in the mortgaged property.

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Witness, the hand of said Grantors on the date first above written.

By: *María Garcia*  
Name: María Garcia

By: *Antonio Garcia*  
Name: Antonio Garcia

This instrument was prepared by  
and upon recordation should be  
returned to:

Angela T. Vosnos  
Mayer, Brown & Platt  
190 South LaSalle Street  
Chicago, Illinois 60602

Box 333

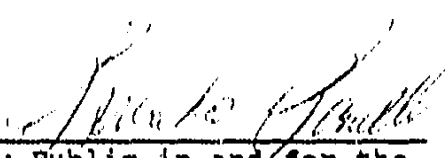
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STATE OF ILLINOIS

COUNTY OF COOK

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared MARIA GARCIA known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24<sup>th</sup> day of September, 1990.

  
Notary Public in and for the State of Illinois

My commission expires:  
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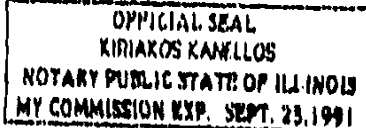
COUNTY OF COOK )

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ANTONIO GARCIA known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of August, 1990.

*Kiriakos Kanellos*  
Notary Public in and for the State of Illinois

My commission expires:  
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Exhibit A

THE NORTH 37 1/2 FEET OF LOT 18 IN BLOCK 15 IN HANSBROUGH AND HESS  
SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 36,  
TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

13-36-230. 0/0

1637 N. Francisco, Chicago, Ill 60647

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