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JUNIOR MORTGAGE

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This Mortgage made and entered into as of this 4th day of September, 1991 by and between ~~Andrej~~ Kadela and Elza Kadela (hereinafter referred to as the "Mortgagors") and DuPage Valley State Bank (hereinafter referred to as the "Mortgagee" or the "Association"), its successors and assigns, and pertains to the real estate located in the County of Cook, State of Illinois.

NOW, THEREFORE, in order to secure the Mortgagors' obligations under that certain guaranty ("Guaranty") executed concurrently herewith by the Mortgagors and delivered to the Mortgagee bearing even date herewith, pursuant to which Mortgagors have guaranteed the obligations of Pinpoint Golf, Inc. to Mortgagee, as well as the performance of all the other covenants, provisions, agreements and obligations contained herein, Mortgagors hereby grant, sell, assign, release, transfer, convey and mortgage to Mortgagee all of the following rights, interests, claims and property (collectively the "Premises").

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LOT ONE (1), LOT TWO (2) IN ALLENDORFER'S SUBDIVISION OF THE WEST HALF (1/2) OF BLOCK TEN (10), IN KING AND PATTERSON'S SUBDIVISION OF THE NORTHEAST QUARTER (1/4) OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Said premises more commonly known as: 2958 North ~~Waukegan~~ Chicago, Illinois.

TRK-91-501991
#2222 TRNN 8675 09/26/91 12:51:00
#1394 #B *--91--501991
COOK COUNTY RECORDER

P.I.N.: 13-29-220-021

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, attached floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves, water heaters and washing and drying machines (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of the Premises, whether now due or hereafter to become due, all of which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of the property, with all the rights and privileges thereunto belonging, unto the Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby release and waive.

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I. THE MORTGAGORS COVENANT:

A. (1) To timely perform all of their obligations under the Guaranty (the "Obligations"); (2) To pay when due and before penalty attaches thereto all taxes, special taxes, special assessments, water charges and sewer service charges against the Premises (including those theretofore due) and to furnish Mortgagee, upon request, with duplicate receipts therefor, and all such items extended against the Premises shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the Premises insured in such amounts and against such hazards as the Mortgagee may require to be insured against until all of their Obligations are fully performed, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagors all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagors agree to sign, upon demand, all receipts, vouchers and releases required of them to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the Obligations in its discretion. All insurance policies and renewals (or certificates evidencing same) marked "PAID" shall be delivered to the Mortgagee at least thirty (30) days before the expiration of the old policies; (4) Immediately after destruction or damage, to commence and complete the rebuilding or restoration of buildings and improvements now or hereafter on the Premises, unless the Mortgagee elects to apply on the Obligations hereby the proceeds of any insurance covering such destruction or damage; (5) To keep the Premises in good condition and repair without waste and free from any mechanic's lien or other lien or claim of lien not expressly subordinate to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on the Premises nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to the Premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had or obtained: (a) any use of the Premises for any purpose other than that for which it is now used; (b) any structural alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter on the Premises; and (c) any purchase on conditional sale, lease or agreement under which a title is reserved in vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on the Premises.

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B. (1) In order to provide for the payment of taxes, assessments and other similar current charges upon the Premises securing the Obligations, the Association may, at its option and if not required by the first mortgage holder, require Mortgagors to pay to the Association, monthly, a sum estimated by the Association to be equivalent to one-twelfth (1/12) of the amount payable annually for such taxes and other items, and to make as well whatever additional lump sum payment as is estimated by the Association to be necessary to create on January first of each year a fund in the Association to pay when due all taxes on such real estate security for the prior year. All payments provided for in this paragraph may, at the option of the Association: (a) be held by it in trust for the payment of the items in this paragraph described, without obligation to pay to the undersigned any interest thereon or earnings therefrom (in such case the Association may commingle such payments with its own funds); or (b) in the event the Association advances upon this obligation its own funds to pay said items as the same accrue and become payable, be credited to the unpaid balance of said indebtedness as received. If the amount established by the Association to be sufficient to pay said items is not sufficient for such purpose, the undersigned promises to pay the difference upon demand. If such sums are held in trust or carried in a savings deposit, the same are hereby pledged to further secure this indebtedness. The Association is authorized and is given the option to pay said items as charged or billed without further inquiry.

(2) In the event of failure of the Mortgagors to make any payment of whatever nature, periodic or otherwise required by the terms hereof or by the provisions of the Guaranty secured hereby, the Association may, at its option, discharge such obligation of the undersigned by itself advancing such payment; and, in that event, all such advances shall be immediately due and owing to Association with interest at fifteen percent (15%) per annum, and the advance and interest thereon shall be secured hereby.

C. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagors' behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagors will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys, together with interest thereon at the aforesaid rate shall become so much additional indebtedness secured by this Mortgage and may be included in any decree foreclosing this Mortgage and be paid out of the rents and proceeds of sale of the Premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any

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personal liability because of anything it may do or omit to do hereunder.

D. That it is the intent hereof to secure payment of the Obligations, and to secure any other amount or amounts that may be added under the terms of this Mortgage contract.

E. At the option of the Association, all unpaid Obligations secured by this Mortgage shall, notwithstanding anything in the Guaranty or Mortgage to the contrary, become immediately due and payable (1) if the Mortgagors sell or convey, contract to sell or convey, or further encumber the Premises or any portion thereof; or (2) if ownership of the Premises becomes vested in a person other than the Mortgagors.

F. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in performing any Obligation under the Guaranty, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or if proceedings in bankruptcy be instituted by or against the Mortgagors, or either of them, or if the Mortgagors make an assignment for the benefit of their creditors or if their property be placed under control of, or in custody of, any court or if the Mortgagors abandon any of the property then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare all Obligations secured hereby immediately due and payable and apply toward the payment of the Obligations, any indebtedness of the Mortgagors to the Mortgagee, and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure, a sale may be made of the Premises en masse without offering the several parts separately. Notwithstanding anything to the contrary contained herein, in the event of any act allowing acceleration of the indebtedness evidenced hereby or guaranteed by the Guaranty or any breach hereof or default hereunder, the Mortgagee shall mail notice to the Mortgagors specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than fifteen (15) days from the date the notice is mailed to the undersigned, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage. If the breach is not cured on or before the date specified in the notice, Mortgagee may proceed to foreclose this Mortgage by judicial proceedings and according to the Illinois Statutes in such case provided. No failure, even though repeated, by Mortgagee to exercise any option contained in this Mortgage or the Guaranty secured hereby, and no waiver, even though repeated, of performance of any of the covenants contained in either such instrument shall in any way affect the right of the Mortgagee thereafter to exercise such option or to require or enforce performance of such covenant.

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G. Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with: (1) any dispute of whatever nature as to the Obligations hereby secured or the lien of this instrument or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the Premises securing the Obligations hereby secured, or which may affect said Obligations or lien; (2) preparations for the commencement of or for conduct of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not such suit is actually commenced. Mortgagee may, in connection with any of the matters in this paragraph mentioned, pay and incur at its discretion all expenses, including but not by way of limitation, court costs, publication expenses, expenses of title examination, guaranty policies, recording fees, Torrens Certificates, and sheriff's or magistrate's commission. All such items of expense in this Paragraph mentioned including reasonable attorney's fees shall become additional Obligations secured hereby and shall be immediately due and payable by the Mortgagors with interest thereon at the aforesaid rate.

H. Subject to the rights of the first mortgage holder, in case the Premises, 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 compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured by the Guaranty, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness guaranteed shall be delivered to the Mortgagors or its assignee.

I. All easements, rents, issues and profits of the Premises are specifically pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of the property, or any part thereof, whether said lease or agreement be written or verbal, and it is the intention hereby to pledge said rents, issues and profits on a parity with said real estate and not secondarily, and such pledge shall not be deemed merged in any foreclosure decree.

J. That upon the commencement of any foreclosure proceeding hereunder, the court in which suit is filed may at any time, either before or after sale, and without notice to the Mortgagors, or any party claiming under them, and without regard to the solvency of the person or persons, if any are liable for the payment of the indebtedness secured by the Guaranty, and without regard to the then value of the Premises, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and the

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statutory period of redemption and such rents, issues and profits, when collected, may be applied, before as well as after the foreclosure sale and before as well as after any redemption by any person, towards the payment of the sale and before, as well as after any redemption by any person, towards the payment of the Obligations, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not; and if a receiver shall be appointed, he shall remain in possession until the expiration of the full period allowed by statute for redemption, irrespective of whether there be redemption or not, and no lease of the Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

K. That the Mortgage shall be released by Mortgagee by proper instrument upon payment and satisfaction of all Obligations secured hereby and payment to Mortgagee of a release fee in the amount of Fifty (\$50.00) Dollars which fee shall be an additional obligation secured hereby.

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently, therewith; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgagors, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion thereof arises.

M. That the Premises are free of any asbestos and the Premises have not been used and will not be used for the purpose of storing, disposal or treatment of hazardous substances or hazardous waste, and there has not been and will not be any surface or subsurface contamination due to the storing, disposal or treatment of any hazardous substances, hazardous wastes or regulated substances as those terms are defined in the Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., and the Environmental Protection Act, ILL. Rev. Stat. 1985 (supp. 1986 and 1987) ch. 111-1/2 par. 1101 et seq., and neither Mortgagors nor any and all previous owners of the real estate have received any notification of any asserted present or past failure to comply with any such environmental protection laws or any rules or regulations adopted pursuant thereto. Mortgagors shall immediately notify Mortgagee of any notice or threatened action from any governmental agency or from any tenant under a lease of any portion of the Premises of a

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failure to comply with any such environmental protection laws and with any rules or regulations adopted pursuant thereto.

N. Mortgagors hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagors, acquiring any interest in or title to the Premises subsequent to the date of this mortgage.

II. MISCELLANEOUS:

A. **Severability.** In the event any one or more of the provisions contained in this Mortgage, the Note or in any of the loan documents shall, for any reason whatsoever, be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein or therein.

B. **Successors.** All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagors and the successors and assigns of Mortgagee.

C. **Estoppel.** That Mortgagors will, on the request of Mortgagee, furnish a written statement of the amount owing on the Obligations which this Mortgage secures and therein state whether or not Mortgagors claim any defenses or offsets thereto.

D. **Subordination.** This Mortgage shall be subject to and subordinate in all respects so that certain mortgage dated as of the 7th day of May, 1987 between Mortgagee and Cragin Federal Savings & Loan Association ("first mortgage") recorded as document No. LR3622404 with the Recorder of Deeds of Cook County on June 2, 1987. Mortgagor covenants and agrees that Mortgagor will not modify, extend or amend the first Mortgage, increase the amount of indebtedness secured thereby, or incur additional indebtedness secured by the first Mortgage without the prior written consent of the Mortgagee.

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IN WITNESS WHEREOF, the parties have executed this Mortgage the day and year first above written.

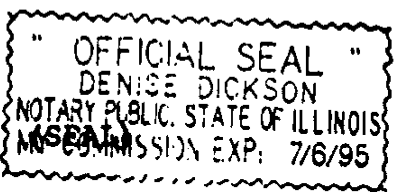
Andrej Kadela
Andrej Kadela
AK. ANOZRET

Elza Kadela
Elza Kadela

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On September 4, 1991, before me personally came ~~Andrej~~ ^{AK. ANOZRET} Kadela and Elza Kadela known to me to be the persons described in and who executed the foregoing instrument and acknowledgment that they executed the same as their free and voluntary act.

Denise Dickson
NOTARY PUBLIC



My Commission expires:
7/6/95

This Instrument was Prepared by:

Edwin Josephson, Esq.
Chuhak & Tecson, P.C.
225 West Washington Street
Suite 1300
Chicago, Illinois 60606
(312) 368-4666 or (312) 444-9300

Please Mail All Recorded Documents To:

Edwin Josephson, Esq.
Chuhak & Tecson, P.C.
225 West Washington Street
Suite 1300
Chicago, Illinois 60606

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