

UNOFFICIAL COPY

INDIVIDUAL

STATE OF ILLINOIS

COUNTY OF COOK

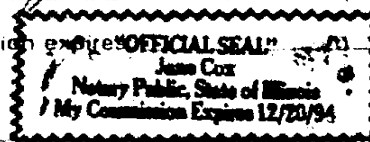
SS:

The foregoing instrument was acknowledged before me this 15th day of OCTOBER, 19 91

by JUVENAL G. GARCIA

Notary Public _____ County, _____

My Commission expires _____



INDIVIDUAL

STATE OF Illinois

COUNTY OF Cook

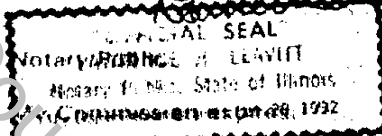
SS:

The foregoing instrument was acknowledged before me this 15th day of October, 19 91

by Joaquina Gaussey

partner or behalf of

LL



County, _____

1991 OCT 16 AM 11:36

91538364

91538364

CORPORATION

STATE OF _____ SS:

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____

by _____ and _____

who are the _____ and _____ of _____

_____ a _____ corporation, on behalf of the corporation.

Notary Public _____ County, _____

My Commission expires: _____

Commercial Real Estate Mortgage and Assignment of Leases and Rents 91538364

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This mortgage is made on this date [blank] in the premises listed below. of whatsoever description which may now or hereafter be located, situated The Mortgagor(s) in consideration of the principal amount shown below and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages and warrants to the Lender, its successors and assigns, forever, the land and property described below, together with the privileges, improvements, rents and profits, easements, hereditaments, appurtenances, equipment, and other personal goods

50001685

Mortgage Date
OCTOBER 15, 1991

73-18-021 DI

MORTGAGOR(S)		LENDER	
NAME(S) JUVENAL G. GARCIA MARRIED TO JOSEFINA GARCIA		NAME(S) CIVIC FEDERAL SAVINGS BANK	
ADDRESS 2956-58 WEST 26th STREET		ADDRESS 3522 WEST 26th STREET	
CITY CHICAGO		CITY CHICAGO	
COUNTY COOK	STATE ILLINOIS	COUNTY COOK	STATE ILLINOIS

15.00

PROPERTY DESCRIPTION
The South Eighty Five (85) feet of that part of the North West Quarter (NW $\frac{1}{4}$) of Section Twenty Five (25), Township Thirty Nine (39) North, Range Thirteen (13), East of the Third (3rd) Principal Meridian, Lying East of East Line of Sacramento Avenue North of North Line of 26th Street and West of West Line of Cass Subdivision of East Thirty (30) Acres of South Sixty Four (64) Acres of the North West Quarter (NW $\frac{1}{4}$) of Section Twenty Five (25) Aforesaid According to Map of Said Subdivision Recorded June 29, 1886 as Document 730704 in Cook County, Illinois. COMMONLY KNOWN AS: 2956-58 West 26th Street Chicago, Illinois 60623.
PERMANENT TAX #16-25-127-026-0000

PRINCIPAL AMOUNT
THIRTY FIVE THOUSAND AND NO/100ths Dollars (\$ 35,000.00)

The Mortgagor Covenants and Agrees With the Lender as Follows:

- This mortgage secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto and every other indebtedness of any and every kind now or hereafter owing from Mortgagor to Lender howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this mortgage, any promissory note or of any other mortgage, assignment of leases or rents, security agreement, loan agreement, or any other agreement of whatsoever nature, whether written or oral, now existing or hereafter arising between the Mortgagor and the Lender (hereinafter all referred to as the Indebtedness).
- The Mortgagor promises to pay the Indebtedness in accordance with the terms thereof and to perform all of the terms and conditions from which the Indebtedness may arise.
- The Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition, and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired. Mortgagor certifies that the property has not in the past been nor will in the future be allowed in any manner to be exposed to or contain hazardous or environmentally harmful substances as may be defined or regulated by any state or federal law or regulation which impacts, in any way, such substances, except to the extent the existence of such substances has been disclosed in writing to Lender. The Lender shall have the right and access to inspect the Property at all reasonable times and if the Property, or any part thereof, shall require inspection, repair, or maintenance which the Mortgagor has failed to provide, the Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on the Lender's demand by the Mortgagor.
- The Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, and governmental charges at any time levied or assessed against the Mortgagor or the Property, and the Mortgagor will not do or permit to be done any act of whatsoever nature which would impair the lien of this mortgage; provided, however, that the Mortgagor shall not be required to pay any tax, assessment, or governmental charge so long as the Mortgagor in good faith disputes the validity thereof and provides for payment in a manner satisfactory to Lender in the event the Mortgagor fails in the dispute.
- The Mortgagor promises to keep the Property insured against such risks, in such form and with such carriers as may within the sole discretion of the Lender be acceptable, causing the Lender to be named as loss payee or alternatively if requested by Lender, Mortgages, in such form and manner as prescribed by the Lender. The Mortgagor hereby directs each and every insurer of the Property to make payment of loss to the Lender with the proceeds to be applied, only at the Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by the Lender to the Mortgagor.
- The Mortgagor hereby assigns to the Lender all judgments, decrees, and awards for injury, damage, or condemnation of or to the Property and authorizes the Lender, at its sole option, to apply the proceeds thereof to the payment of the Indebtedness in such manner as the Lender may elect.
- The Mortgagor promises to abstain from the commission of any waste on the Property and to comply with all present and future statutes, regulations, and rules of any governmental authority governing the Property or in any way concerning the use and occupancy thereof.
- The Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business, nor to attempt to sell or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of the Lender.
- At any time, upon a request of the Lender, the Mortgagor will execute and deliver to the Lender,

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WHEN RECORDED RETURN TO: CIVIC FEDERAL SAVINGS BANK 3522 WEST 26th STREET CHICAGO, ILLINOIS 60623	DRAFTED BY: KATHY ZYLA ADDRESS, CITY, STATE 3522 WEST 26th STREET CHICAGO, ILLINOIS 60623
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BOX 333

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IN WITNESS WHEREOF, said Mortgagor has executed this mortgage the day and year first noted above.

Signed, Sealed, and Delivered in the Presence of:

JOSEFINA GARCIA
 JOSEFINA G. GARCIA

DELETIONS: The Mortgagor and Lender agree that the following paragraphs of this agreement may be deleted:

N/A

ALL Parties Must Initial:

Additional Provisions

Josefina Garcia waives all rights of homestead exemption in the property.

JOSEFINA GARCIA
 JOSEFINA GARCIA

(d) the Mortgagor agrees to pay the Lender, in addition to payment of the indebtedness, a pro rata portion of the taxes, assessments, mortgage guarantee insurance premiums (so long as this mortgage is insured by a mortgage guarantee insurance policy), hazard insurance premiums next to become due, as estimated by the Lender so the Lender will have sufficient funds on hand to pay taxes, assessments and insurance premiums within thirty (30) days before the due date thereof, and to pay the Lender, immediately, any deficit thereon, the monies so held not to bear any interest and, upon default, to be applied by the Lender on account of the indebtedness;

Let all rights and remedies granted to the Lender hereunder shall be cumulative and not exclusive of one or the other or of any other remedy provided for by law or agreement, and may be exercised either successively or concurrently, and that

If any provision of this mortgage shall be prohibited by state law, such provisions shall apply only to that provision and all other provisions of the mortgage shall remain in full force and effect.

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Property of Cook County Clerk's Office

(l) the sale or transfer by Mortgagee of any interest in the Property, whether by deed, land contract, contract of sale, or the like,

(k) the Lender deems itself unsecured for any reason whatsoever.

12. In the event of default, the Lender may, without demand or notice, pay any taxes, assessments, premiums or liens required to be paid by the Mortgagee, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of said premises to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering said premises, including surveys. The sum paid for any such purposes shall be added to the indebtedness and shall bear interest at the rate of interest otherwise accruing on the indebtedness secured hereby until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of the Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the indebtedness shall remain in the Lender's possession until the indebtedness is paid in full.

13. In the event of default, the Lender may, without notice, and at its option, declare the entire indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to sell or to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds or conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sum then due hereunder and all costs and charges of the sale, including attorney's fees, rendering any surplus monies to the party or parties entitled to the excess. Any such sale or sale made pursuant to a judgment or a decree for foreclosure shall be deemed as exercised or the above option, in the event of default or the commission of waste, the Lender shall forthwith be entitled to the appointment, as receiver of the property and of the earnings, income, issue, and profits hereof, with such powers as the court making such appointments shall confer. The Mortgagee hereby irrevocably consents to such appointment and waives notice of any application therefor. IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE FORECLOSURE PROCEDURE FOR FORECLOSURE OF A MORTGAGE BY A COURT AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT THE ASSIGNMENT OF RENTS AND LEASES, THE MORTGAGEE HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

14. The Mortgagee expressly acknowledges that it is the intent of both itself and the Lender to have a default of any of the provisions of this mortgage constitute a default of any other agreement which may now exist or hereafter arise between them and that, likewise, a breach of any such agreement shall constitute a breach and default of this mortgage. It is the expressed intent of Mortgagee to cross collateralize all of its indebtedness and obligations to the Lender hereinafter arising and whenever incurred.

15. Mortgagee warrants that no provision, warranty or promise made by the Mortgagee in any document related to this transaction causes any conflict whatsoever with the terms of any document related to any other transaction Mortgagee may be involved with, with any other person or entity.

16. It is further agreed that:
(a) no forbearance on the part of the Lender and no extension of the time payment of any of the indebtedness given by the Lender shall operate to release, discharge, modify, or change or affect the original liability of the Mortgagee herein or of its continued performance of the covenants herein contained or in the covenants and terms of any portion of the liabilities;
(b) any reference to the Lender herein shall also include the Lender's successors and assigns;
(c) the covenants and conditions hereof shall bind and the benefits and advantages hereof shall inure to the respective heirs, executors, administrators, assigns and successors of the parties hereto.

and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and interests, security agreements, pledges, financing statements, or such other document as the Lender may be required, in the Lender's sole discretion, to effectuate, complete, and to perfect as well as to continue to preserve the indebtedness, or the lien or security interest created by this mortgage. In the event the Mortgagee shall fail or refuse to execute and deliver any such document to the Lender, the Mortgagee hereby consents and appoints the Lender, or any of its officers or employees, as the Mortgagee's true and lawful attorney in fact to do so, and the expenses thereof shall be added to the indebtedness and paid by the Mortgagee upon demand by the Lender.

10. As additional security for the indebtedness and the performance of all of the Mortgagee's covenants hereunder, the Mortgagee:
(a) hereby grants to the Lender a security interest in any personal property or fixtures which may now or hereafter exist and apply (ie) sells, assigns, transfers and sets over to the Lender all of the rents, profits, and income under any lease or leases of the Property, including any extensions, amendments, or renewals thereof, whether due or to become due, including all such leases in existence or coming into existence during the period this mortgage is in effect. This assignment of rents shall run with the land and be good and valid as against the Mortgagee or those claiming by, under, or through the Mortgagee, from the date of the recording of this instrument. This assignment shall continue to be operative during the period of any foreclosure or other action to enforce this mortgage, and during the period of redemption, including the period of deficiency in the repayment of the indebtedness. The Mortgagee acknowledges that this assignment is given as collateral security only and shall not be construed as obligating the Lender to perform any of the covenants or undertakings required to be performed by the Mortgagee contained in any such assigned leases. In the event of surrender or the taking of possession of the Property by the Lender upon the Mortgagee's default, the Lender may thereafter collect the rents and income therefrom, rent or lease the Property or any portion thereof upon such terms as the Lender may deem, in its sole discretion, advisable, and apply all proceeds derived therefrom to (i) preservation of the Property; (ii) payment of taxes; (iii) payment of insurance premiums; (iv) payment of interest or principal due on the indebtedness.

11. The following shall constitute default of this mortgage and any note or other agreement it secures:
(a) the failure to pay either the interest or principal upon the indebtedness when due;
(b) the failure to perform or keep any of the covenants of this agreement or any agreement, oral or written, out of which the indebtedness arises or which governs any of the terms of the indebtedness;
(c) the insolvency of the Mortgagee;
(d) the filing by or against the Mortgagee of any insolvency, bankruptcy or receiver proceeding;
(e) the institution of any assignment by the Mortgagee for the benefit of the Mortgagee's creditors;
(f) the insolvency or death of any guarantor of this indebtedness;
(g) the death of the Mortgagee, if a natural person, or of any partner if the Mortgagee is a partnership;
(h) the dissolution, merger and consolidation or transfer of a substantial part of the ownership of the Mortgagee or any guarantor if a corporation; or Mortgagee or such guarantor is a corporation; or
(i) the non-payment of any taxes or insurance, which shall constitute a default to the Lender to the benefit of a receiver under applicable law, or

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(h) the dissolution, merger and consolidation or transfer of a substantial part of the ownership of the Mortgagee or any guarantor if a corporation; or Mortgagee or such guarantor is a corporation; or
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