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COOK COUNTY, ILLINOIS  
FILED

1992 JUL 13 PM 1:43

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COMMERCIAL  
MORTGAGE

THIS MORTGAGE made this 8th day of July, 1992 between JOHN HARASYM AND ELIZABETH HARASYM, his wife (hereinafter referred to as "Mortgagor") and the SELF-RELIANCE UKRAINIAN FEDERAL CREDIT UNION

(hereinafter referred to as "Mortgagee")

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of THREE HUNDRED THOUSAND and 00/100 Dollars (\$ 300,000.00) which indebtedness is evidenced by Mortgagor's Note dated July 8, 1992 (hereinafter referred to as the "Note") which Note provides for monthly installments of principal and interest of TWO THOUSAND THREE HUNDRED FIFTEEN and 45/100 on the 8th day of each month commencing with August 8, 1992 until the Note is fully paid with the balance of the indebtedness, if not sooner paid, due and payable on July 8, 1999

NOW, THEREFORE, the Mortgagor, to secure the payment of this Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the County of Cook, State of Illinois.

THE EAST 11.4 FEET OF LOT 44, ALL OF LOT 45 AND THE WEST 16.2 FEET OF LOT 46 IN THE SUBDIVISION OF SOUTH PART OF BLOCK 14 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX IDENTIFICATION # 17-06-329-032-0000

Which real estate has the address of 2210-14 W. Chicago Ave., Chicago, Illinois 60622 and which, with the property herein 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 thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing); all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the Premises as distinguished from fixtures which related to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage to be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises

IT IS FURTHER UNDERSTOOD THAT:

- 1 Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.
- 2 In addition, the Mortgagor shall:
  - (a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed
  - (b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
  - (c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee

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Property of Cook County Clerk's Office  
BOX 333

Box \_\_\_\_\_

**MORTGAGE**

\_\_\_\_\_ TO \_\_\_\_\_

Prepared by 4  
MAIL TO:

SELWELIANCE UKRAINIAN  
FEDERAL CREDIT UNION  
2861 W. CHICAGO AVE.  
CHICAGO, IL 60622

\_\_\_\_\_ Loan No. \_\_\_\_\_

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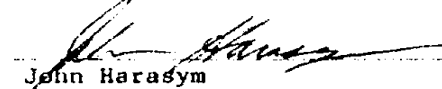
15 Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordings of any documentation necessary to release this Mortgage.


16 Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.

17 Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "moratorium Laws" now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person except decree or judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

18 This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at Chicago, Illinois.

  
John Harasym

  
Elizabeth Harasym

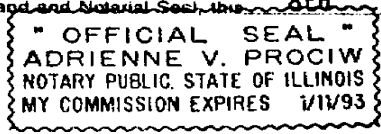
STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } SS.

I, \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_ and \_\_\_\_\_ personally known to me and known by me to be the President and Secretary respectively of \_\_\_\_\_ in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said \_\_\_\_\_ as aforesaid, for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said \_\_\_\_\_ did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said \_\_\_\_\_ as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

STATE OF ILLINOIS }  
COUNTY OF Cook } SS.

I, Adrienne V. Prociw a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that JOHN HARASYM and ELIZABETH HARASYM, his wife personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instruments as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal, this 8th day of July A.D. 1992  
  
Adrienne V. Prociw  
Notary Public  
My Commission Expires 1/11/93

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Mortgagee may make proof of loss if it is made promptly by Mortgagee. All renewal policies shall be delivered at least 10 days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive 10 days notice prior to cancellation.

(d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property

(e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof.

(f) Not further permit any unlawful use or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act

(g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

(h) Comply with the provisions of any lease if this Mortgage is on a leasehold.

3 Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of the holder of the Mortgage shall, at the option of the Mortgagee, constitute a default hereunder and upon any such default the Mortgagee may declare the entire indebtedness evidenced by the Note to be immediately due and payable and may take any action or proceeding to enforce the Note or in making any payment under and Note or extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon the Premises, or upon the filing of a proceeding in bankruptcy or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of its creditors or if its property be placed under control of or in custody of any court or officer of the government, or if the Mortgagee abandon the Premises, or fails to pay when due any charge or assessment, or mortgage, or insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise imposed by any condominium, townhouse, cooperative or similar owners' group, 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 Mortgagee, and apply toward the payment of said mortgage indebtedness any monies of the Mortgagee held by the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises encumbered without the offering of the several parts separately.

7 Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof, without the prior written approval of the Mortgagee, or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the premises without the prior written approval of the Mortgagee shall constitute a default hereunder and upon any such default the Mortgagee may declare the entire indebtedness evidenced by the Note to be immediately due and payable and may take any action or proceeding to enforce the Note or in making any payment under and Note or extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon the Premises, or upon the filing of a proceeding in bankruptcy or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of its creditors or if its property be placed under control of or in custody of any court or officer of the government, or if the Mortgagee abandon the Premises, or fails to pay when due any charge or assessment, or mortgage, or insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise imposed by any condominium, townhouse, cooperative or similar owners' group, 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 Mortgagee, and apply toward the payment of said mortgage indebtedness any monies of the Mortgagee held by the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises encumbered without the offering of the several parts separately.

8 Upon the commencement of any foreclosure proceeding hereunder, the court in which such proceeding is filed may at any time, either before or after sale, and without notice to the Mortgagee or any party claiming under it, and without regard to the solvency of the Mortgagee or the then value of the Premises, or whether the same shall then be occupied by the owner of a security of such foreclosure sale, towards the payment of the indebtedness, 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 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 or until the receipt of the purchase price and such rents, issues and profits, when collected, may be applied in satisfaction of the indebtedness, and the receiver shall be notified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof, and upon foreclosure or said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of maximum amount allowed \_\_\_\_\_ per annum, which may be paid or incurred by or in behalf of the Mortgagee for attorneys' fees, Mortgagee's fees, appraisal fees, court costs and costs (which may be estimated as to included items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to the Premises, all of which additional amounts together with interest as hereinafter provided shall be immediately due and payable by the Mortgagee in connection with (a) any proceeding, including preliminary or bankruptcy proceedings to which either party hereto shall be a party by reason of the Note or this Mortgage or (b) preparation of any deed or proceeding for the accrual of the right to foreclose, whether or not actually commenced; or (c) preparation for the defendant or the lender of the security for or for the event of a foreclosure sale of said Premises that shall be paid out of the proceeds thereof all of the allowed items, then the entire indebtedness evidenced by the Note, and the purchase price hereof, or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money.

9 Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted to Mortgagee to any successor in interest of Mortgagee shall not operate to release in any manner the liability of the original Mortgagee and Mortgagee's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise to a duly authorized successor sum secured by this Mortgage by reason of any demand made by the original Mortgagee and Mortgagee's successors in interest.

10 If the payment of the indebtedness hereby secured, or any part thereof, be extended or varied, or if any part of the security or guarantees hereof be released, at persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to answer to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect, the right of recourse against all such persons or release, and their liability, and the lien, and all provisions hereof, shall not be affected or waived, or extended or varied, or any part thereof, be released, at persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to answer to such extension, variation or release, except as otherwise expressly provided in a separate Subordination Agreement by and between Mortgagee and the holder of such junior lien.

11 Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise attached by applicable law shall not be a waiver or proration of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

12 All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

13 The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagee subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagee shall be joint and several.

14 Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagee shall be given by mailing such notice by certified mail addressed to Mortgagee at the Property Address or at such other address as Mortgagee may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagee as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagee when the notice is signed by the holder of this Mortgage.

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