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COOK COUNTY, ILLINOIS
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COMMERCIAL
MORTGAGE

THIS MORTGAGE made this 4TH day of AUGUST, 1993 between DANIEL R. SZKIRPAN (hereinafter referred to as "Mortgagor") and the

PRAIRIE BANK AND TRUST COMPANY

(hereinafter referred to as "Mortgagee")

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of SIXTY THOUSAND AND NO/100

Dollars (\$60,000.00)

which indebtedness is evidenced by Mortgagor's Note dated AUGUST 4, 1993 (hereinafter referred to as the "Note"),

which Note provides for monthly installments of principal and interest of *ONE AND ONE HALF OVER PRIME FLOATING

on the 4TH day of each month commencing with SEPTEMBER 4, 1993 until the Note is fully paid with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 3, 1994

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.

LOT 118 IN FREDERICK M. BARTLETT'S 87TH ST HOMESTEAD SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX IDENTIFICATION # 19-32-421-022-0000

Which real estate has the address of 8640 SOUTH MAYFIELD, BURNBANK, ILLINOIS 60459 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 thereon 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, principal 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.

This instrument was prepared by AND RETURN TO:
MAUREEN MCCUE
PRAIRIE BANK AND TRUST COMPANY
7661 SOUTH HARLEM AVENUE
BRIDGEVIEW, ILLINOIS 60455

**PRIME RATE PLUS 1 1/2% FLOATING AS QUOTED
FROM TIME TO TIME IN THE WALL STREET JOURNAL.

BM 333

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Box _____

MORTGAGE

TO _____

MAIL TO: _____

Loan No. _____

IFI Form 63578

Property of Cook County Clerk's Office

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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 BRIDGEVIEW

Illinois.

SKIRP CONSTRUCTION INC.

BY: DANIEL R. SZKIRPAN

PRES.

STATE OF ILLINOIS

COUNTY OF COOK

SS.

I, MARGARET M. MCCUE, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT DANIEL R. SZKIRPAN and SKIRP CONSTRUCTION INC. personally known to me and known by me to be the President and Secretary respectively of SKIRP CONSTRUCTION INC. 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 DANIEL R. SZKIRPAN 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 SKIRP CONSTRUCTION INC. did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said SKIRP CONSTRUCTION INC. as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4TH day of AUGUST, 1993.



Margaret M. McCue
Notary Public

My Commission expires FEBRUARY 11, 1996

STATE OF ILLINOIS

COUNTY OF

SS.

I, _____, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that _____ 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 _____ signed, sealed and delivered the said Instruments as _____ 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 _____ day of _____, A.D. 19____.

Notary Public

My Commission Expires _____

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11. Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude 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.

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 thereto be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions thereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof, or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend (including, without limitation, changing the rate of interest or manner of computation thereof), modify, extend or release the Note, this Mortgage, or any other document or instrument evidencing, securing or guaranteeing the indebtedness hereby secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien except as otherwise expressly provided in a separate Subordination Agreement by and between Mortgagee and the holder of such junior lien.

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

[illegible]

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 approval of the Mortgagee shall constitute a default hereunder, and upon any such default the Mortgagee or the holder of the Note may declare the entire indebtedness evidenced by the Note to be immediately due and payable and foreclose this Mortgage immediately or at any time during the continuance of the default.

6. Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation, or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his 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 (whether for 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 hereunder, to declare, without notice, sums secured hereby immediately due and payable, whether or not such default be remedied by 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 en masse without the offering of the several parts separately.

5. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this Mortgage for the purpose of protecting the security.

4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving a bankruptcy or decedent, the Mortgagee may do on the Mortgageor's behalf everything so convenient, the Mortgagee may also do any act it may deem necessary to protect the lien hereof, and the Mortgageor will repay upon demand any monies paid or disbursed, including reasonable attorneys' fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at the rate set forth in the Note secured hereby shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose not to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder, nor shall any act of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.

3. Any sale, conveyance or transfer for value by the Mortgagor or any person named in the terms of the Mortgage shall, at the option of the Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

(i) Comply with the provisions of any lease if this mortgage is on a residential

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

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

Source: U.S. Census Bureau, *Marriage, Divorce, Remarriage in the 1990s* (Washington, D.C.: U.S. Government Printing Office, 1996).

(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

(c) Commence within a reasonable time any building or improvements now or at any time in process of erection upon said property

Montagano may make proof of loss if not made promptly by Montagano. All renewal policies shall be delivered at least 10 days before such