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MORTGAGE 93036476

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THIS INDENTURE, made this 21st day of December, 1992 by and between Mohammed Z. Sardar and Samia Sardar, his wife, whose mailing address is 7930 Luna, Morton Grove, IL 60053, herein referred to as "Mortgagor," and Harris Bank Hinsdale, National Association, with offices at 50 South Lincoln Street, Hinsdale, Illinois 60521, herein referred to as "Mortgagee" witnesseth:

THAT WHEREAS Health Management Associates, Inc., an Illinois Corporation, James A. Coghlan, Therese M. Coghlan, Mohammed Z. Sardar, Samia Sardar, John P. Coan and Ann M. Coan are justly indebted to Mortgagee upon a promissory note in the principal sum of \$90,000.00 of even date herewith made payable to the order of and delivered to Mortgagee, in and by which said note the makers thereof promise to pay the said principal sum and interest at the rate and in installments as provided in said note with a final payment of the balance due on June 21, 1993 (hereinafter referred to as the "Note") and all of said principal and interest payable at 50 South Lincoln Street, Hinsdale, Illinois 60521, or at such other place as the holders of the Note may from time to time in writing appoint.

NOW, THEREFORE, Mortgagor, to secure the payment of said principal sum of money and interest in accordance with the terms, provisions, and limitations of this mortgage and the Note secured hereby and the performance of the covenants and agreements herein contained, by Mortgagor to be performed and also in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents Mortgage, warrant, and convey unto Mortgagee, its successors and assigns, the real estate and all of its estate, right, title, and interest therein, more particularly described in Exhibit A attached hereto (the "Premises");

Together with all improvements now or at any time hereafter erected or situated on the real property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property, all of which for the purposes of this Mortgage shall be deemed to be conveyed and mortgaged hereby;

TO HAVE AND TO HOLD the same unto Mortgagee, together with all estates, titles, claims, and demands whatsoever of Mortgagor in and to said Premises or any part thereof; and Mortgagor does hereby covenant, warrant, and agree that it is lawfully seized and possessed of said real estate in fee simple absolute and has good and lawful right and authority to sell, convey, and Mortgage same; that said real estate is free from all liens, claims, charges, and encumbrances whatsoever, except for encumbrances of record; and that Mortgagor will warrant and defend the title to said real property against the lawful claims and demands of all persons whomsoever.

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It is agreed by the parties hereto that this instrument shall be null and void on the condition that Mortgagor shall keep and perform all covenants, conditions, and terms of this Mortgage and pay or cause to be paid to Mortgagee the above-described indebtedness with interest thereon in full according to the terms and conditions of said Note and shall keep and perform all covenants, conditions, and terms contained in said Note.

Mortgagor further covenants, warrants, and agrees with Mortgagee as follows:

1. This Mortgage shall be and remain security for the payment of the Note according to the tenor and effect thereof and as provided in the Note, and will also secure any other note or notes which hereafter may be given in renewal or extension thereof and any and all other sums secured hereby at the time therein and herein designated. Mortgagor agrees that any installment on the Note which becomes overdue for a period in excess of ten (10) days shall be subject to a late charge not to exceed four (4%) percent of such installment for each and every month such installment shall so be in default to help defray expenses incurred in handling said delinquent payments and this Mortgage shall also secure such late charge.

2. Mortgagor shall: (a) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep said Premises in good condition and repair, without waste, and free from mechanic's liens or other liens or claims for liens not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) allow Mortgagee to inspect the Premises at any reasonable time and permit access thereto for that purpose.

3. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full, under protest in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

4. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may be reasonably required by Mortgagee, including without limitation of the generality of the foregoing and flood insurance whenever in the opinion of Mortgagee such protection is necessary, in forms, companies, and amounts satisfactory to Mortgagee, and with Mortgagee clauses attached to all policies in favor of and on forms satisfactory to Mortgagee, and shall deliver all policies to Mortgagee. Mortgagor shall, until the indebtedness secured hereby is paid in full, furnish Mortgagee at least ten (10) days prior to the date each coverage required herein would otherwise expire, with evidence of the renewal or continuation of such coverage in the form of premium receipts or renewal policies or certificates.

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5. In the event of any damage to or destruction of the Premises covered by any policy or policies of insurance required to be carried by Mortgagor, Mortgagee may in its discretion (and is hereby authorized to) either settle and adjust any claim under such insurance policy or policies without consent of Mortgagor, or allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case, the proceeds shall be paid to Mortgagee; and Mortgagee is authorized to collect and to give receipt therefor. Such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the indebtedness secured hereby, whether or not then due and payable, or be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding and restoration of buildings and improvements on the Premises. In the event that Mortgagor is entitled to reimbursement out of the insurance proceeds, such proceeds shall be made available from time to time upon the furnishing to Mortgagee of satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractor's sworn statements, and other evidences of cost and of payment as Mortgagee may reasonably require and approve. No payment made by Mortgagee prior to the final completion of the work shall, together with all payments theretofore made, exceed ninety percent (90.0%) of the value of the work performed to the time of payment; and at all times the undischursed balance of such proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

Should a loss occur after foreclosure or sale proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoration of the buildings or improvements, shall be used to pay the amount due in accordance with any judgment of foreclosure or deficiency judgment that may be entered in connection with such proceedings; and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same, or otherwise as any court having jurisdiction may direct. Following any foreclosure sale or other sale of the Premises by Mortgagee pursuant to the terms hereof, Mortgagee is authorized without the consent of Mortgagor to assign its interest in any and all insurance policies to the purchaser of the sale and to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies.

6. If by the laws of the United States of America or of any state having jurisdiction of Mortgagor or of the Premises or of the transaction evidenced by the Note and this Mortgage, any tax or fee is due or becomes due in respect of the issuance of the Note hereby secured or the making, recording, and registration of this Mortgage, Mortgagor covenants and agrees to pay such tax or fee in the manner required by such law, and to hold harmless and indemnify Mortgagee, its successors, and assigns against any liability incurred by reason of the imposition of any such tax or fee.

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7. If the payment of the indebtedness secured hereby or of any part thereof shall be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor or interested in said Premises shall be held to assent to such extension, variation, or release; and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee notwithstanding such variation or release.

8. In the event of the enactment after the date hereof of any law of the state in which the Premises are located deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee it might be unlawful to require Mortgagor to make such payment, or the making of such payment might be construed as imposing a rate of interest beyond the maximum permitted by law, then and in such event Mortgagee may elect by notice in writing given to Mortgagor to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

9. In case of any default herein by Mortgagor, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor, in any form and manner deemed expedient; and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any; and purchase, discharge, compromise, or settle any tax lien or other prior lien or title or claim thereof; or redeem from any tax sale or forfeiture affecting said Premises; or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and any other money advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the default rate set forth in the Note secured hereby from the date of expenditure or advance until paid. No inaction on the part of Mortgagee shall be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

10. In making any payment hereby authorized relating to taxes or assessments or for the purchase, discharge, compromise, or settlement of any prior lien, Mortgagee may make such payment according to any bill, statement, or estimate secured from the appropriate public office without inquiry into the accuracy thereof or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof or without inquiry as to the validity or amount of any claim for lien which may be asserted.

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ii. If (a) default be made in the due and punctual payment of the Note or any installment thereof in accordance with its terms, either of principal or interest; (b) Mortgagor or any guarantor of the Note secured hereby shall file a petition in voluntary bankruptcy or under Chapter VII, Chapter XI and Chapter XIII of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within twenty (20) days as hereinafter provided; or (c) Mortgagor or any guarantor of the Note secured hereby shall transfer or assign all or a major portion of its assets, or shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagor or for all or a major portion of its property in any involuntary proceeding, or any court shall have taken jurisdiction of the property of Mortgagor or of the major part thereof in an involuntary proceeding for the reorganization, dissolution, liquidation, or winding up of Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within twenty (20) days; or (d) Mortgagor or any guarantor of the Note secured hereby shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (e) default shall be made in the due observance or performance of any other of the covenants or agreements or conditions herein contained, required to be kept or performed or observed by Mortgagor; or (f) any representation or warranty made herein by Mortgagor shall prove to be untrue or inaccurate in material respect; then in each and every such case the whole of said principal sum hereby secured shall at once at the option of Mortgagee become immediately due and payable together with accrued interest thereon.

Mortgagor, in case of such default or failure to set or perform as set out herein, does hereby authorize and fully empower Mortgagee immediately to commence suit for the collection of the indebtedness secured hereby, or any part thereof, or for the foreclosure of this Mortgage, or to obtain any other proper remedy deemed desirable by Mortgagee or any combination of the aforesaid remedies. Mortgagor agrees to pay all costs, charges, and expenses reasonably incurred by Mortgagee because of the failure of Mortgagor to perform its duties and obligations under the Mortgage and the Note secured hereby or either, including attorney's fees, appraiser's fees, and title expenses and any and all expenses of foreclosure deemed reasonably necessary by Mortgagee to prosecute the foreclosure action and successfully obtain good and merchantable title to the Premises. At any time after default, either before or after the commencement of an action in foreclosure, the holder of this Mortgage shall be entitled to its appointment as Mortgagee in Possession or to the appointment of a receiver for the Premises as a matter of right and without notice, with power to collect the rents, issues, and profits of said Premises due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by this Mortgage, without regard to the value of the Premises or the solvency of any person or persons liable for the payment of the mortgaged indebtedness. Mortgagor, for itself and any subsequent owner, hereby waives any and all defenses to the application for the appointment of Mortgagee in Possession or a receiver as above, and hereby specifically consents to such appointment

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without notice; but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right, remedy, or privilege it may now have under the law to be appointed Mortgagee in Possession or have a receiver appointed. Whenever there is a default, regardless of whether Mortgagee elects to foreclose this Mortgage, Mortgagee may collect all rents which may become due on the above property, deducting therefrom any necessary operating expenses plus ten percent (10.0%) of the gross rentals collected as compensation for making the collections, and apply the remainder on the balance due on the Note.

12. Mortgagee shall have the right to inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose.

13. Upon payment in full of the indebtedness secured hereby and the performance by Mortgagor of all of the obligations imposed on Mortgagor herein and in the Note, these presents shall be null and void, and Mortgagee shall release this Mortgage and the lien hereof by proper instrument executed in recordable form.

14. Any notice which either party hereto may desire or be required to give to the other shall be deemed to be an adequate and sufficient notice if given in writing, and service is made by the mailing of such notice by registered or certified mail, addressed to Mortgagor at its address given on the first page hereof, or to Mortgagee at 50 South Lincoln Street, Hinsdale, Illinois 60521, or to such other place as either party hereto may by notice in writing to the other party designate as a place for service of notice.

15. In case Mortgagee is made a party to any suit or proceedings at law or in equity by reason of its interest in the Premises as evidenced by this Mortgage, Mortgagor promises to pay to Mortgagee all reasonable costs, charges, and attorney's fees incurred by Mortgagee in the preparation and trial of such suit or proceedings. Mortgagee may appear in and defend any action or proceeding purporting to affect the security hereof, and Mortgagor promises to pay all reasonable costs, charges, and attorney's fees so incurred. All sums expended or incurred by Mortgagee pursuant to this paragraph shall be secured hereby as so much additional indebtedness owing by Mortgagor to Mortgagee.

16. Notwithstanding anything herein or in the Note contained to the contrary, no provision contained herein and no provision contained in the Note which purports to obligate Mortgagor to pay any amount of interest or any fees, costs, or expenses which are in excess of the maximum permitted by applicable law, shall be effective to the extent that it calls for the payment of any interest or other sum in excess of such maximum.

17. Mortgagor warrants that all federal, state, and other tax returns of Mortgagor or its beneficiary required by law to be filed have been duly filed; and all federal, state, and other taxes, assessments, and governmental charges upon Mortgagor which to the knowledge of Mortgagor are due and payable have been paid.

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18. Mortgagor or its beneficiaries will not file, or cause or permit to be filed, any bankruptcy or insolvency or reorganization proceedings, or apply for or consent to the appointment of a receiver or trustee for itself or the property (except when requested by Mortgagee) or permit any such appointment to be made, or make any assignment for the benefit of its creditors, or suffer any order to be entered adjudicating it to be bankrupt or insolvent, or appoint a receiver or trustee of it or the property or any part thereof.

19. Mortgagor will, at Mortgagor's expense, at any time upon request by Mortgagee, execute and deliver all further assurances of title and all pertinent additional papers, information, records, and instruments as may be required by Mortgagee for effectually carrying out the intentions of the parties hereto.

20. Subject to the provisions of any court order or judgment providing otherwise, the proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings; second, all other items which under the terms hereon constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

21. Mortgagor agrees that all costs, charges, and expenses, including attorney's fees incurred by Mortgagee arising out of or in connection with any action, proceeding, or hearing, legal or quasi legal, or the preparation thereof, in any way affecting or pertaining to the Mortgage, the Note secured hereby, or the Premises, shall be promptly paid by Mortgagee. If funds for same are advanced by Mortgagee, all such sums so advanced shall be added to the indebtedness secured hereby and shall bear interest at the default rate set forth in the Note secured hereby, and shall be due and payable on demand.

22. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good or available to the party interposing same in an action at law upon the Note hereby secured.

23. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming by, under, or through Mortgagor; and the word "Mortgagor" when used herein shall include the successors and assigns of the Mortgagor and all parties liable for the payment of the indebtedness or any part thereof, whether or not such parties shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

24. Time is of the essence of this contract, and no waiver of any obligation or option hereunder or of the Note secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby.

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25. This Mortgage shall be governed by, and construed in accordance with, the laws of the State of Illinois.

26. It shall be an event of default hereunder and the indebtedness hereby secured shall be immediately due and payable (to the extent permitted by law) if, without the prior written consent of Mortgagee, Mortgagor shall create, effect, consent to, or suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, Mortgage, security interest, or other encumbrance or alienation of the Premises or any part thereof or interest therein.

27. Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. Mortgagor does hereby expressly waive and release any and all rights in respect to marshalling of assets which secure the Note or to require the Mortgagee to pursue its remedies against any other such assets.

IN WITNESS WHEREOF, Mortgagor has executed these presents as of the day and year first above written.


Mohammed Z. Sardar


Samia Sardar

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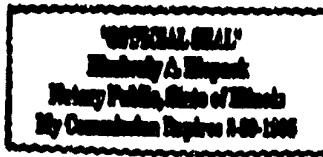
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State of Illinois)
County of)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Mohammed Z. Sardar, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 21st day of December, 1992.

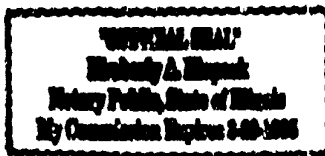
Kimberly Klopach
Notary Public



State of Illinois)
County of)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Samia Sardar, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 21st day of December, 1992.

Kimberly Klopach
Notary Public



This instrument
was prepared by and mail to:

Ruth Aicher
Harris Bank Hinsdale
50 South Lincoln Street
Hinsdale, Illinois 60521

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EXHIBIT A

Lots 40 and 41 in Block 4 in Oliver Salinger and Company's Oaktor St. Subdivision of the North West 1/4 of the North West 1/4 of Section 28, Township 41 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

**P.I.N. 10-28-100-031
 10-28-100-032**

Commonly known as: 7930 Luna, Morton Grove, IL 60053

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