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\*this mortgage is subject and subordinate to mortgage dated february 4, 1993 to cragin federal in the amount of \$162,000.00 made by mostafa m. maksy and fatma maksy, his wife recorded as

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:  
PHILLIP GROSSMAN  
8707 Skokie Boulevard  
Skokie, Illinois 60077

doc# 43109611  
on 2-10-93

## JUNIOR MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN: On this 4th day of February, 1993, MOSTAFA MAKSY and FATMA MASKY, his wife (hereinafter collectively referred to as "Mortgagor"), DECLARE AS FOLLOWS:

WHEREAS, the said Mortgagor is well and duly indebted unto NICK PILOLLA and FRAN PILOLLA, his wife (hereinafter collectively referred to as "Mortgagee"), as evidenced by a certain Junior Note of even date herewith, the terms of which are incorporated herein by reference in the sum of ONE HUNDRED SIXTEEN THOUSAND AND NO/100 (\$16,000.00) DOLLARS, hereinafter referred to as the "Note") with interest to be paid as set forth herein and having a due date for the payment of the principal balance on or before February 15, 2003; and

WHEREAS, the Mortgagor may hereafter become indebted to said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, and necessary repairs;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of such further sums for which the Mortgagor may become indebted to the Mortgagee at any time for advances made to or for Mortgagor's account by the Mortgagee for taxes, insurance premiums, public assessments and necessary repairs, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does hereby grant, bargain, sell, and release unto the Mortgagee, its successors and assigns forever, the property described on Exhibit "A" attached hereto and made a part hereof by this reference.

TOGETHER with all buildings, structures, and other improvements now or hereafter located on the property hereinbefore described, or any part and parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and

BOX 333

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also all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in, and to every part and parcel thereof; and

TOGETHER with all heating, plumbing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected or fixed thereto in any manner; and

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting, leasing, and bailment of property improvements thereon; and

TOGETHER with all furniture, machinery, equipment, tools, and other personal property of the Mortgagor now or hereafter situate upon or about the premises and/or used in connection therewith; and

TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or taking of, or decrease in the value, of the premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee and of the reasonable attorney's fees, costs, and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

TO HAVE AND TO HOLD the said premises hereby granted (all of which are collectively referred to herein as the "Premises") to the use, benefit, and behoof of the Mortgagee forever, in FEE SIMPLE.

Mortgagor's beneficiaries warrant that Mortgagor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Premises are unencumbered except for the "Prior Mortgage" as defined and set forth on Exhibit "B" attached hereto and made a part hereof; and that except for the Prior Mortgage, Mortgagor will forever warrant and defend the title to the Premises unto Mortgagee against the claims of all persons owning, holding or claiming by, through or under the Mortgagor.

This instrument is made and intended to secure the payment of the indebtedness of Mortgagor to Mortgagee evidenced by the Note in accordance with the terms thereof, together with such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, and necessary repairs, and all renewal or renewals and extension or extensions of the Note, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness").

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AND MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE as follows:

1. Mortgagor shall pay to Mortgagee the Secured Indebtedness with interest thereon as in the Note and this Mortgage provided.

2. A. Mortgagor shall keep the Premises insured for the benefit of the holder of the Prior Mortgage and Mortgagee against loss or damage by fire and such other hazards as the holder of the Prior Mortgage may from time to time require, all in amounts approved by the holder of the Prior Mortgage not exceeding 100% of full insurable value, but in no event less than the Secured Indebtedness. The policy is to be payable to Mortgagee to the extent of the Secured Indebtedness remaining at the time of the loss, subject to the rights of the holder of the Prior Mortgage. If any sum becomes payable to Mortgagee under such policy, Mortgagee shall permit the Mortgagor to use such sum for purposes of repair, replacement, or rebuilding of the damaged or destroyed buildings and/or improvements if Mortgagor effects such repair, replacements, or rebuilding without impairing the lien of this Mortgage, otherwise, subject to the rights of the holder of the Prior Mortgage, Mortgagee may apply such sum to the Secured Indebtedness, without impairing the lien of this Mortgage. At all times while this Mortgage is in effect, Mortgagor shall deliver to Mortgagee and the holder of the Prior Mortgage a certified copy of the insurance policies required herein showing that the premiums have been paid.

B. In the event of a foreclosure of this Mortgage, the purchaser of the Premises shall succeed to all the rights of Mortgagor, including any right to unearned premiums, in and to all policies of insurance with respect to all property conveyed and to be conveyed by this Mortgage, pursuant to the provisions of this Article 2.

3. Mortgagor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances, and requirements of any governmental authority relating to the Premises or any part thereof. Mortgagee and any persons authorized by the Mortgagee shall have the right to enter and inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose.

4. Mortgagor shall faithfully perform the covenants of Mortgagor as lessor or lessee under any present and future leases, affecting all or any portion of the Premises, and neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for

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therein, or the interest of Mortgagor or Mortgagee therein or thereunder.

5. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street, or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Mortgagee of any award or payment for such taking, alteration, injury, or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and, subject to the rights of the holder of the Prior Mortgage, said award or payment shall be paid to Mortgagor to be used by Mortgagor for the purpose of altering, restoring, or rebuilding any part of the Premises which may have been altered, damaged, or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, and Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor provided, however, the part of any such award or payment in excess of that used by Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises as aforesaid, subject to the rights of the holder of the Prior Mortgage, shall be paid to Mortgagee to pay principal and interest on the Secured Indebtedness. If, prior to the receipt by Mortgagee of any part of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Mortgagee, subject to the rights of the holder of the Prior Mortgage, shall have the right to receive any part of such award or payment to the extent of any deficiency after such sale, and of the reasonable attorneys' fees, costs, and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

6. Upon the occurrence of any one of the following events (hereinafter referred to as an "Event of Default"):

(i) Mortgagor's failure to pay the Secured Indebtedness, or any part thereof, when and as the same shall become due and payable taking into account the five day grace period provided in the Note;

(ii) Any warranty of Mortgagor herein contained, or contained in any instrument, transfer, conveyance, assignment, or loan agreement given with respect to the Secured Indebtedness, proves to be untrue or misleading in any material respect;

(iii) The Premises are subject to actual or threatened waste, or any part thereof is removed, demolished, or materially altered so that the value of the Premises are diminished, except as otherwise provided herein;

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(iv) Mortgagor makes any assignment for the benefit of creditors, or a receiver, liquidator, or trustee of Mortgagor or of any of Mortgagor's property is appointed and is not dismissed within 60 days, or any petition for the bankruptcy, reorganization, or arrangement of Mortgagor, pursuant to the Federal Bankruptcy Act or any similar statute, is filed and is not dismissed within 60 days, or Mortgagor is adjudicated a bankrupt or insolvent, or Mortgagor is dissolved or partitioned;

(v) Mortgagor fails to keep, observe, perform, carry out, execute in every particular the non-monetary covenants, agreements, obligations, and conditions set out in this Mortgage or in any other instrument given with respect to the Secured Indebtedness, and such failure continues for more than 10 days after receipt by Mortgagor of written notice from Mortgagee setting forth such failure and the actions necessary to correct and remove such failure (unless such failure reasonably cannot be cured within 10 days, in which case Mortgagor's failure to commence such cure shall constitute an Event of Default), provided, however, if the holder of the Prior Mortgage shall, during any such 10 day period, declare a default thereunder or otherwise take formal action to enforce collection of the indebtedness secured thereby because of such failure of Mortgagor, then such 10 day period granted hereby shall, ipso facto, forthwith terminate; or

(vi) The holder of the Prior Mortgage shall declare a default thereunder for any reason other than the failure to pay principal or interest or any other amount owing thereunder and such default shall not be cured;

then and thereupon Mortgagee may do any one or more of the following:

(a) To the extent permitted by Illinois law, Mortgagee, in any action to foreclose this Mortgage, or upon any Event of Default, shall be at liberty to apply for the appointment of a receiver of the rents and profits or of the Premises, or both, and shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due the Mortgagee, or the solvency of any person or corporation liable for the payment of such amounts;

(b) Pay any sums in any form or manner reasonably deemed expedient by Mortgagee to protect the security of this instrument or to cure any Event of Default other than payment of interest or principal on the Secured Indebtedness; or

(c) Declare the entire Secured Indebtedness immediately due, payable and collectible, without notice to Mortgagor, regardless of maturity, and, in that event, the entire

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Secured Indebtedness shall become immediately due, payable, and collectible and thereupon Mortgagee may institute foreclosure proceedings under appropriate law. It is agreed that if any legal proceedings are instituted for the foreclosure of this Mortgage, all costs and expenses incurred by the Mortgagee, including a reasonable fee for Mortgagee's attorney, shall thereupon become due and payable immediately as a part of the debt secured hereby and may be secured and recovered hereunder.

7. It is agreed that Mortgagor shall hold and enjoy the Premises until there is an Event of Default under this Mortgage or under the Note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this Mortgage and of the Note secured hereby and shall well and truly pay to the Mortgagee all monies owed to Mortgagee, then this Mortgage shall be utterly null and void, otherwise to remain in full force and virtue; provided, however, in no event shall the Secured Indebtedness exceed \$100,000.00 plus any amount advanced by Mortgagee for Mortgagor's account for payment of taxes, assessments, insurance and similar costs and attorney's fees.

8. The rights of Mortgagee granted and arising under the clauses and covenants contained in this Mortgage and the Note shall be separate, distinct, and cumulative of other powers and rights herein granted, and all other rights that Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages, and preservation of security as provided at law.

9. This Junior Mortgage is subordinate only to a certain first mortgage lien to Cragin Savings Bank in the original principal amount of ONE HUNDRED SIXTEEN THOUSAND AND NO/100 (\$116,000.00) DOLLARS dated as of the date of this Junior Mortgage (the "Prior Mortgage") and is subordinate to all rights and privileges granted to the holder of the Prior Mortgage in any action to foreclose the lien of this Junior Mortgage.

10. In the event the Mortgagee shall advance any funds to cure a default of the Mortgagor under the Prior Mortgage, all such sums so advanced by the Mortgagee shall, as of the date of such advance, represent additional monies due the Mortgagee under the terms of this Junior Mortgage and bear interest at the prevailing interest rate under the Junior Note except that all such funds so advanced shall be due and payable on the fifteenth (15th) day of the month next following the month such advance was made by the Mortgagee.

11. (a) Mortgagor shall pay when due, any and all taxes or other assessments levied on, assessed or placed against the subject property; and

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(b) Pay all premiums on policies of insurance providing public liability as against the subject property; and

(c) Advance all funds necessary to pay principal and interest under the Prior Mortgage.

12. Any indulgence or departure at any time by Mortgagee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by Mortgagor.

13. The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations, and other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors, and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

14. If any part of any provision of this Junior Mortgage or any other agreements, documents, or writings given pursuant to or in connection with this Junior Mortgage shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provisions or the remaining provisions of said instrument.

15. In case of any sale under this Junior Mortgage pursuant to any order in any judicial proceedings or otherwise, to the extent permitted by the laws of the State of Illinois, the Premises or any part thereof may be sold in one parcel or as an entirety, or in such parcels, manner or order as Mortgagee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness is paid in full.

16. The validity, construction and effect of this Mortgage shall be governed by the laws of the State of Illinois.

17. When the entire principal sum evidenced by the Note is due and payable in full, whether at stated maturity, or by acceleration, or in the event of any prepayment in full of the Note made by Mortgagor, the Note and this Mortgage shall be deemed to be paid in full if Mortgagor pays to Mortgagee an amount equal to the then outstanding principal sum evidenced by the Note together with all unpaid interest accrued thereon, (if any) upon which payment by Mortgagor to Mortgagee, Mortgagee shall properly satisfy and cancel the Note and this Mortgage and all other instruments securing the Note (in a form enabling Mortgagor to have them satisfied of record) and return same to Mortgagor.

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18. Mortgagor and Mortgagee agree to send promptly to the other a copy of each notice or demand received from the holder of the Prior Mortgage.

19. Upon sale or transfer or hypothecation or further encumbrancing of all or any part of the Premises, or any transfer, pledge or assignment of the beneficial interest in any land trust retaining legal title to the Premises, Mortgagee may, at Mortgagee's option, declare all of the sums evidenced by the Note to be immediately due and payable and Mortgagee may invoke any remedies permitted hereunder or under the other instruments which secure the Note.

IN WITNESS WHEREOF, MOSTAFA MAKSY and FATMA MASKY, his wife, have caused these presents to be signed the day and year first above written.

*Mostafa Maksi*  
MOSTAFA MAKSY

*Fatma Maksi*  
FATMA MAKSY

COOK COUNTY ILLINOIS  
NOTARY PUBLIC RECORD

STATE OF ILLINOIS )  
COUNTY OF COOK )

SS. RECORDED IN PH 11-58 93109613

I, Phillip Grossman, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that MOSTAFA MAKSY and FATMA MASKY, his wife who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4<sup>th</sup> day of FEBRUARY, 1995.

(Seal)

*Phillip Grossman*  
Notary Public

93109613

"OFFICIAL SEAL"  
PHILLIP GROSSMAN  
Notary Public, State of Illinois  
My Commission Expires 6-10-94

MAIL TO THIS INSTRUMENT PREPARED BY:  
PHILLIP GROSSMAN  
8707 SKOKIE BOULEVARD  
SKOKIE, ILLINOIS 60077

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## EXHIBIT "A"

### LEGAL DESCRIPTION

PARCEL 1: THAT PART OF LOT 18254 (EXCEPT THAT PART OF SAID LOT 18254 LYING SOUTH OF A LINE DRAWN AT 90 DEGREES TO THE EAST LINE OF SAID LOT AT A POINT ON SAID EAST LINE 195.43 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT), IN SECTION 3, WEATHERSFIELD UNIT 18, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 18254, THENCE SOUTH 47 DEGREES 59 MINUTES 30 SECONDS EAST (FOR THE PURPOSE OF DESCRIBED THIS PARCEL WEST LINE OF SAID LOT 18254 IS TAKEN AS NORTH AND SOUTH) ALONG THE NORTHEASTERLY LINE OF SAID LOT 18254, 105.50 FEET; THENCE SOUTH 42 DEGREES 00 MINUTES 30 SECONDS WEST 110.30 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 47 DEGREES 59 MINUTES 30 SECONDS EAST, 51.80 FEET; THENCE SOUTH 42 DEGREES 00 MINUTES 30 SECONDS WEST, 46.00 FEET; THENCE NORTH 47 DEGREES 59 MINUTES 30 SECONDS WEST, 1.83 FEET; THENCE NORTH 42 DEGREES 00 MINUTES 30 SECONDS EAST, 3.00 FEET; THENCE NORTH 47 DEGREES 59 MINUTES 30 SECONDS WEST, 49.97 FEET; THENCE NORTH 42 DEGREES 00 MINUTES 30 SECONDS EAST, 43.00 FEET, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF PROTECTIVE COVENANTS DATED MARCH 9, 1978 AND RECORDED MARCH 31, 1978 AS DOCUMENT NUMBER 24364493 AND AS CREATED BY DEED FROM FIRST NATIONAL BANK OF DES PLAINES, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 17, 1977 AND KNOWN AS TRUST NUMBER 74201807 TO ALICE M. DAVIS DATED APRIL 5, 1978 AND RECORDED JUNE 7, 1978 AS DOCUMENT 24479725 FOR INGRESS AND EGRESS ALL IN COOK COUNTY, ILLINOIS

FIN: 07-27-302-013  
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SCHNAUBURG, ILLINOIS

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