

UNOFFICIAL COPY

THIS DOCUMENT WAS PREPARED BY NORTH COMMUNITY BANK, 3639 N. Broadway, Chicago, IL 60613

This instrument is given to secure (1) the payment of a promissory note dated Feb. 17, 1993 in the principal sum of \$10,000.00, signed by FLAVIA E. QUINTANILLA & MORGAN A. DUBIEL, and (2) the repayment of any future advance, with interest thereon, made by mortgagee prior to release of this mortgage, which advance is evidenced by a promissory note or guaranty of a promissory note stating that it is secured

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property, that the same is free from all encumbrances except as hereinafter set forth, and that he hereby binds himself and his successors in interest to warrant and defend the title hereunto and every part thereof against the claims of all persons whomsoever.

The mortgagor hereby covenants and warrants all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, air conditioning, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon, the mortgagor covenants and warrants all other rights therein to be included, or in anywise appertaining, and the reversion and reversionary, remainder and remainder, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and his successors in interest of the mortgagee forever in fee simple or such other estate, if any, as he shall hereinafter determine.

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DEPT-01 RECORDING
14664 TRAM 7830 02/22/93 154410
447794 * -43-138164
COOK COUNTY RECORDER

THIS IS A SECOND MORTGAGE

Property address: 3231-33 N. Pierce
Chicago, IL 60651

P.I.N. 30-02-207-007

Lots 37 and 38 in Block 4 in Pierce's Humbolt Park Addition said addition being a subdivision of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

WITNESSES, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook, State of Illinois

at 3639 North Broadway, Chicago, IL 60613.
FLAVIA E. QUINTANILLA, an unmarried woman and MORGAN A. DUBIEL, a bachelor (hereinafter referred to as mortgagor) and NORTH COMMUNITY BANK, an Illinois banking corporation, (hereinafter referred to as mortgagee, who maintains an office and place of business

This mortgage made and entered into this 17th day of February, 1993.

MORTGAGE

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hereby. Said notes and/or guarantees are herein called the "indebtedness hereby secured". As to the principal amount of the indebtedness hereby secured, not including the sum advanced in accordance herewith to protect the security of this mortgage, except the original amount of the note, give one million (\$1,000,000.00) dollars.

1. The mortgagor covenants and agrees as follows:

a. We will promptly pay the indebtedness hereby secured.

b. We will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinafter, and will promptly deliver the official receipts therefor to the mortgagee.

c. We will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property.

d. We reasonably incurred in any other way shall also be paid by the mortgagor.

e. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its assignee or assignee, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinafter described and all property acquired by him after the date hereof (all in form satisfactory to the mortgagee). Furthermore, should the mortgagee fail to cure any default in the payment of a prior or later mortgage on the property described by this instrument, the mortgagee hereby agrees to permit mortgagee to cure such default, and mortgagee is not obligated to do so and such advance shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

f. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness hereby secured.

g. We will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require of the improvements now or hereafter on said property, and will pay promptly when due any premium thereon. All insurance shall be carried in companies acceptable to mortgagee and the policy and renewal thereon shall be held by mortgagee and have attached thereto loan payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagee will give immediate notice in writing to the mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagee, and any insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagee and mortgagee jointly, and the insurance proceeds, in whole or in part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness hereby secured, all rights, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

h. We will keep all buildings and other improvements on said property in good repair and condition) will permit, commit, or suffer no waste, impairment, deterioration or said property or any part thereof in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

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(1) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all hazardous materials, on, under, from or affecting the premises in accordance with all applicable federal, state, and

d. He shall:

a. He shall keep or cause the premises to be kept free of hazardous materials, and without limiting the foregoing, he shall not cause or permit the premises to be used to generate, manufacture, retail, transport, treat, store, handle, dispose of, transfer, produce, or process hazardous materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall he cause or permit, as a result of any intentional or unintentional act or omission on the part, or on the part of any tenant, subcontractor or occupant, a release of hazardous materials onto the premises or onto any other property.

u. He shall deliver to mortgagee the Disclosure Document in accordance with section 4 of the Illinois Responsible Property Transfer Act (hereinafter cited "Act"), on or before the date hereof, if required to do so under the Act.

w. He has never received any notice of any action or violation of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of hazardous materials and, to the best of his knowledge, there have been no actions commenced or threatened by any party for noncompliance.

x. He has not used hazardous materials, including, without limitation, any flammable, explosive, radioactive materials, hazardous wastes, hazardous or toxic substances or related materials defined in any federal, state or local governmental law, ordinance, rule or regulation, on, from or affecting the premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of hazardous materials, and that, to the best of his knowledge, no prior owner of the premises or any tenant, subcontractor, occupant, prior tenant, prior subcontractor or prior occupant has used hazardous materials on, from or affecting the premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of hazardous materials.

y. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

z. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

aa. He will not rent or assign any part of the rent of said mortgaged property or demotion, or remove, or substantially alter any building without the written consent of the mortgagee.

bb. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

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local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of mortgagees, and in accordance with the orders and directives of all Federal, state and local governmental authorities) and

(iii) defend, indemnify and hold harmless mortgagees, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, judgments, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to (A) the purchase, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (B) any person (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (C) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials; and/or (D) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of mortgagees, which are based upon or in any way related to such hazardous materials including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall constitute the mortgagee's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assignee (it being agreed that the mortgagee shall have and retain until default) upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. The instrument shall operate as an assignment of any rents on said property to that extent.

3. The mortgagee covenants and agrees that it shall fail to pay the indebtedness hereby secured or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or any note or guaranty secured hereby. The mortgagee hereby secures and shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assignee, regardless of the maturity, and the mortgagee or his assignee may before or after entry upon said property without appraisal (the mortgagee having waived and assigned to the mortgagee all rights of appraisal) pursuant to the laws of the State of Illinois governing the disposition of said property.

4. The proceeds of any sale of said property in accordance with the preceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee in the purpose of protecting and maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness hereby secured; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale, and the proceeds are not sufficient to pay the indebtedness hereby secured, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagee fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness hereby secured, subject to the same terms and conditions applicable under this mortgage and any note or guaranty secured hereby. If the mortgagee shall pay and discharge the indebtedness hereby secured, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing and executing this mortgage, then this mortgage shall be canceled and surrendered.

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7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order or judgment holding any provision of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 3231-33 West Pierce, Chicago, IL 60651

and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 3639 North Broadway, Chicago, IL 60613

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

[Signature]

 FLAVIA E. QUINTANILLA

[Signature]

 MORGAN A. DUBIEL

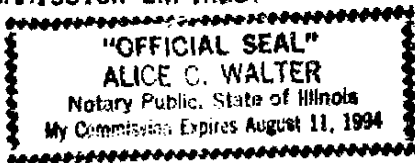
(Add appropriate acknowledgment)

STATE OF ILLINOIS, COOK COUNTY ss:

I, ALICE C. WALTER, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT FLAVIA E. QUINTANILLA, an unmarried woman AND MORGAN A. DUBIEL, a bachelor PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT .I.H.E.Y. SIGNED AND DELIVERED THE SAID INSTRUMENT AS ...THEIR...FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS...17th....DAY OF February... .., 19.93

MY COMMISSION EXPIRES:



[Signature]

 NOTARY PUBLIC

PREPARED BY/DELIVER TO NORTH COMMUNITY BANK, 3639 N. Broadway, Chicago, IL 60613

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