

1994 AUG -4 AM 11:06 94690221

MORTGAGE

THIS MORTGAGE is made this 1st day of August, 1994, between PERCY MOSS AND CLOTEE M. MOSS, husband and wife, (herein "Mortgagor"), and FIRST NATIONAL BANK OF EVERGREEN PARK, a corporation organized and existing under the laws of the United States of America, whose address is 4900 West 95th Street, Oak Lawn, Illinois 60453 (herein "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of One Hundred Ninety-three Thousand and no/100ths Dollars (\$193,000.00), which indebtedness is evidenced by Mortgagor's Note dated of even date herewith (hereinafter referred to as the "Note"), with interest thereon from date of first disbursement hereunder on the unpaid principal balance from time to time, at the rate of eight (8.00%) percent per annum until fully paid.

All interest shall be payable monthly. Interest shall be computed on the basis of a 365 day year and charged for the actual number of days elapsed from the date of first disbursement. The balance of the indebtedness, if not sooner paid shall be due and payable on February 1, 1996.

NOW, THEREFORE, the Mortgagor, to secure the payment of the 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 real estate referred to herein, as the "Premises" and legally described as follows:

PARCEL 1: THE SOUTH 30 FEET OF LOT 10 IN BLOCK 6 IN BARTLETT'S WENTWORTH AVENUE AND 95TH STREET SUBDIVISION OF SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: THE NORTH 1/2 OF THE NORTH 1/2 OF LOT 9 IN BLOCK 6 IN BARTLETTS WENTWORTH AVENUE AND 95TH STREET SUBDIVISION OF SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 25-04-408-026 & 25-04-408-027-0000

COMMON ADDRESS: 9311-9313 SOUTH WENTWORTH, CHICAGO, ILLINOIS

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 relate to the use, occupancy and enjoyment of the Premises, it being understood

RETURN TO: Box 223
FIRST NATIONAL BANK OF EVERGREEN PARK
Business Banking Center
4900 West 95th Street
Oak Lawn, Illinois 60453

1062

7504793

31/8

94690221

UNOFFICIAL COPY

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 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 are encumbered 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 the 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 charges, and other taxes and charges against the property, including those heretofore due, (the 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

UNOFFICIAL COPY

carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least 30 days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive 30 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 suffer or permit any unlawful use of 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.
- i) Mortgagor shall provide an original copy of public liability insurance policy in an amount and insurer acceptable to Lender.
- j) Flood insurance will be required in an amount necessary to satisfy the terms and conditions of "The National Flood Insurance Act of 1968", or any act amendatory thereof and applicable federal regulations in Title 44 of the Code of Federal Regulations.

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 to the Premises without the prior written approval of the Mortgagee 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.

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 of proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgagor 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 nor 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 acts 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.

UNOFFICIAL COPY

5. It is the intent hereof to secure payment of the Note, and any other note executed by Mortgagor and secured hereby, whether the entire amount shall have been advanced to the Mortgagor 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.

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 Mortgagor, or if the Mortgagor 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 Mortgagor abandons the Premises, 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 the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any monies of the Mortgagor 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, in total, without the offering of the several parts separately. Mortgagor shall have the following time periods within which to cure any defaults, measured from the date of notice by Lender: 14 days within which to cure monetary/financial defaults; 30 days within which to cure all other defaults.

7. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said Premises, appoint a receiver, with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption and such rents, issues and profits, when collected, may be applied before as well as after the 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 decree whether there be a decree therefor in personam 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, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified 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 of 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 an additional two percent (2.0%) per annum, which may be paid or incurred by or on behalf of the Mortgagee for attorneys fees, Mortgagee's fees, appraiser's fees, court costs and costs (which may be estimated as to include 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 or value of said Premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the accrual of the right to foreclose,

UNOFFICIAL COPY

9 1 6 0 1 2 . 1

whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

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

9. 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 or Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

10. 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.

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

12. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor 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 Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

13. Notwithstanding any other provision of this Mortgage, partial releases from the lien of this Mortgage will be granted by Mortgagee, provided that there is no default under the terms of the Note and/or Mortgage, and provided further that no circumstances exist that with the giving of notice and/or the passage of time would constitute an event of default under the Note and/or Mortgage; releases for each individual unit sold shall be given by Mortgagee upon its receipt of \$75,000.00 from each three bedroom unit sold and \$67,000.00 from the sale of the two bedroom unit.

14. 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.

15. Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called

UNOFFICIAL COPY

"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.

16. 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 provisions or the remaining provisions of this Mortgage.

17. In the event of default hereunder or under the Note secured hereby, Lender may, but is not obligated to, enforce or exercise, for its sole benefit and not for the benefit of any third parties, any and all contracts or undertakings heretofore or hereafter entered into by or on behalf of Mortgagor, relating in any way to (a) the construction of improvements on or to the Premises, or (b) the sale of all or any portion of the Premises; if, as a result thereof, any proceeds are received by Lender the same shall be applied to the indebtedness secured hereby, but Lender shall have no obligation to account for the application of such proceeds.

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

Percy Moss
Percy Moss

Clotee M. Moss
Clotee M. Moss

STATE OF ILLINOIS)) SS
COUNTY OF COOK))

I, the undersigned, a Notary Public in and for said county in the state aforesaid, DO HEREBY CERTIFY THAT Percy Moss and Clotee M. Moss, husband and 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 1st day of August, 1994.

Christine P. Lambert
Notary Public

"OFFICIAL SEAL"
CHRISTINE P. LAMBERT
Notary Public, State of Illinois
My Commission Expires 3/17/97

94690221

UNOFFICIAL COPY

Angel A. G. 5-19-94

946902229

Property of Cook County Clerk's Office

W. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

Condominium Rider Graduated Payment Rider Other (Specify)
 Planned Unit Development Rider Growing Equity Rider

BY SIGNING BELOW, Borrower accept and agree to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

Antonio S. RODRIGUEZ (Seal)
ANTONIO S. RODRIGUEZ Borrower

Rosalva RODRIGUEZ (Seal)
ROSALVA RODRIGUEZ, His Wife Borrower

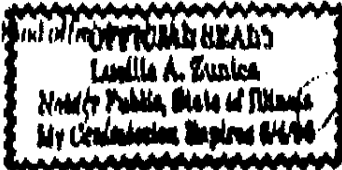
(Seal) Borrower (Seal) Borrower

STATE OF ILLINOIS, (Cont) County of _____
I, *Sheila Anderson*, a Notary Public in and for said county and state do hereby certify that ANTONIO S. RODRIGUEZ ROSALVA RODRIGUEZ His Wife /AND/

personally known to me to be the same person(s) whose name(s) is/are listed to the foregoing instrument, appeared before me this day in person, and acknowledged that they/ he/ she signed and delivered the said instrument as his/ her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 1994

My Commission Expires _____



Luella A. Bunick
Notary Public

This instrument was prepared by: CROWN MORTGAGE CO., CHICAGO