	used in connection	be lo <mark>c</mark> ated, situated or affixed on on therewith (hereinafter called t
listed below. The Mortgagorfe in consideration of the principal amount shown below and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages and warrants to the Lender, its	Property).	
successors and assigns, forever, the lend and property	, , , , , , , , , , , , , , , , , , ,	BANKEO
described below, together with all privileges, Improvements, rants and profits, encoments,		Mortgage Date
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MARRIED TO GUADALUPE ORTEGA		<del>7,7,7,2,20,7,2,20,7,</del>
ADDRESS	ADDRESS	·
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CHICAGO	CITY Merrillville	
CHICAGO	COUNTY	STATE
COOK IL 60617	Lake	IN 46410
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- 10. As additional security for the Indebtedness and the performance of all of the Mortgagor's covenants hereunder, the Mortgagor:
  - (a) hereby grants to the Lender a security interest in any personal property or fixtures which may now or hereafter constitute any part of the Property, in all personal property in pessession of the Lender but belonging to the Mortgager, and in any belance of deposit account with the Lender which may be applied by the Lender upon the indebtedness in the event of default hereunder; and
  - (b) hereby (pursuant the in statute now or hereafter existing and applicable) rulls assigns, transfers and sets over to the Lender all or the rents, profits, and income under any lease or levels of the Property, including any extensions, amendments, or renewals thereof, whether due or to become dre. including all such leases in existence or coming line existence during the period this mortgage is in effe. A. This assignment of rents shall run with the laid of the good and valid as against the Mortgagor or those claiming by, under, or through the Mortgagor, from the dute of the recording of this instrument. This assignment shall continue to be operative during the period of any foreclosure or other action to enforce this mort during any receivership created hereunder, and during the period of redemption, including the period of deficiency in the repayment of the Indebtedness. The Mortgagor acknowledges that this assignment is given as collateral security only and shall not be construed as obligating the Lender to perform any of the covenants or undertakings required to be performed by the Mortgagor contained in any such assigned leases. In the event of surrender or the taking of possession of the Property by the Lender upon the Mortgagor's default, the Lender may thereafter collect the rents and income therefrom, rent or lease the Property or any portion thereof upon such terms as the Lender may deem, in its sole discretion, advisable, and apply all proceeds derived therefrom to (i) preservation of the Property; (ii) payment of taxes; (iii) payment of insurance premiums; (iv) payment of interest or principal due on the Indebt
- 11. The following shall constitute default of this mortgage and any note or other agreement it secures:
  - (a) the failure to pay either the interest or principal upon the indebtedness when due;
  - (b) the failure to perform or keep any of the covenents of this agreement or any agreement, oral or written, out of which the indebtedness arises or which governs any of the terms of the indebtedness;
  - (c) the insolvency of the Mortgagor;
  - (d) the filling by or against the Mortgagor of any insolvency, bankruptcy or receivership proceeding;
- (e) the institution of any assignment by the Mortgagor for the benefit of the Mortgagor's creditors;
- the insolvency or death of any guarantor of this indebtedness;
- (g) the death of the Mongagor, if a natural person, or of any partner if the Mongagor is a parinerable;
- (h) the dissolution, merger and consolidation or transfer of a substantial part of the ownership of the Mortgagor or any guarantor of the indebtedness if the Mortgagor or such guarantor is a corporation; or
- (i) the non-payment of any taxes or insurance, which shall constitute waste and entitle the Lender to the appointment of a receiver under applicable law; or

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(k) the Lender deems itself unsecure for any reason

() the sale or training by Blotto gor of any interest in the property, a hotter by a we, large contract; contract of the sale, or the limit.

- 12. In the event of default, the Lander may, without demand or notice, pay any tames, assessments, premiums or flens required to be paid by the Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of sale of title insurance policy and tax histories of sale of title insurance and tax histories in case none were furnished to it, and procure title reports covering said premises, including surveys. The sums paid for any such purposes shall be added to the Indebtadness and shall ber interest at the rate of interest otherwise accruing on the Indebtadness ascured hereby until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of the Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the indebtadness is half remain in the Lander's possession until the Indebtadness is paid in full.
- 13. In the event of default, the Lender may, without notice, and at its option, declare the entire indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to self or to couse the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' tees, rendering any surplus mosles to the party or parties entitled to the excess. Any such sake or a sale made pursuant to a judgement or a de the foreclosure hereof may, at the option of the Lender, be made an masse. The commencement of proceedings to foreclose this mortgage in any manner authorized by law shall be deemed as exercise of the above option. In the event of default or the commission of waste, the Lender shall forthwith be entitled to the appointment of a receiver of the property and of the earnings, income, issue, and profits hereof, with such powers as the court making such appointments shall confer. The Mortgages Pereby irrevocably consents to such appointment and valvas notice of any application therefor. IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A MORTGAGE BY ADVERTIGMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT THE LENDER EXERCISES ITS RIGHTS UNDER THE / 35 GNMENT OF RENTS AND LEASES. THE MORTG IGO! HEREBY WAIVES ANY RIGHT TO ANY NOTICE STHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.
- 14. The Mortgagor expressly schnowledges that it is the intent of both itself and the Le ider to have a default of any of the provisions of this morty age constitute a default of any other agreement which may now exist or hereafter arise between them and that divinies, a breach of any such agreement shall constitute to breach and default of this mortgage. It is the expression from of the Mortgagor to cross collateralize all of its Indextedness and Obligations to the Lender however ari any and whensoever incurred.

## 15. It is further agreed that:

- (a) no forberrance on the part of the Lender and no extension of the time payment of any of the Indebtedness given by the Lender shall operate to retease, discharge, modify, or change or affect the original liability of the Mortgagor herein or of its continued performance of the covenants herein contained or in the covenants and terms of any portion of the liabilities;
- (b) any reference to the Lender herein shall also include the Lender's successors and assigns;
- (c) the covenants and conditions hereof shall bind and the benefits and advantages hereof shall inure to the respective heirs, executors, administrators, assigns and successors of the parties hereto;

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"By initialing, the Borrower(s) acknowledge(s) that this page is page 2 of 4 of a Commercial Real Estate Mortgage."

	(a) the Mortgagor agrees to ply the Limble, line with to payment of the Indebtetines. In the taxes, assessments, mortgage guarantee insurance gremiums (so long as this mortgage is insured by a mortgage guarantee insurance policy), hazard insurance premiums next to become due, as estimated by the Lender so the Lender will have sufficient funds on hand to pay taxes, assessments and insurance promiums within thirty (30) days before the due date	or the other or of any of or agreement, and may successively or concurn (f) if any provision of thi by state law, such probis provision and all other p	ently; and that s mortgage shall be prohibited bitions shall apply only to that rovisions of the mortgage shall
1	thereof, and to pay the Lender, immediately, any deficit thereon, the monies so held not to bear any	remain in full force and	effect.
	Interest and, upon default, to be applied by the Lender on account of the Indebtedness;		
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	of a Commercial	Borrower(s) acknowledge(: Real Estate Mortgage."	s) that this page is page 3 of 4
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## UNOFFICIAL COPY

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he foregoing i	instrument was ack	nowledged before me this	12ТН	day ofAUGUS	ST , 19 <u>94</u> ,
ROBER	TO X. ORTEGA	, MARRIED TO GUADA			
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