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THIS INSTRUMENT PREPARED BY: **COOK COUNTY CLERK** THIS SPACE IS FOR RECORDER ONLY

Mark N. Mathias  
Comerica Bank - Illinois  
8700 North Waukegan, Suite 228  
Morton Grove, Illinois 60053

1994 SEP -1 AM 10:08

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AFTER RECORDING RETURN THIS INSTRUMENT BY MAIL TO:

Jacqueline L. Kernodle  
Comerica Bank - Illinois  
8700 North Waukegan, Suite 228  
Morton Grove, Illinois 60053

2702

**REAL ESTATE MORTGAGE**

This Mortgage is made the 29th day of July, 1994, by **RAYMOND SOTO**, and **Maria Soto**, his wife, whose address is 160 East Highland Avenue, Wheeling, Illinois (hereinafter referred to as "Mortgagor"). The Mortgagor hereby mortgage and warrant to **COMERICA BANK - ILLINOIS**, an Illinois banking corporation, of 10101 West Grand, Franklin Park, Illinois 60131 (hereinafter referred to as "Mortgagee"), land and property which has the address of 160 East Highland, Wheeling, Illinois described as:

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Lot 13 in Sohn's Resubdivision of part of Edward L. and Hilda L. Boulter's Subdivision and of parts of Lot "A" in Willie's Consolidation of lands in Sections 1, 2, 11 and 12, in Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat of said Sohn's Resubdivision registered in the Office of the Office of the Registrar of Titles of Titles of Cook County, Illinois, on 6/12/89, as Document Number 1867161.

Parcel Identification Number: 03-11-222-007

together with all buildings and fixtures on the property, whether now existing and present on the property or hereafter introduced and placed thereon or therein (herein called the "property") to secure performance of this Mortgage and payment of the following described liabilities and interest as set forth in the below described Promissory Notes which are incorporated herein by reference:

**BOX 355-CTA**

75-28-6605 N.O.

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(1) payment in the sum of Four Hundred Ninety Four Thousand Two Hundred Seventy Nine and 00/100 Dollars (\$494,279.00), together with interest at a per annum rate of two (2%) percent above Bank's prime rate, costs and all other sums on that amount to be paid according to a Promissory Note dated May 15, 1994, payable by Elite Bindery Systems, Inc. (hereinafter referred to as "Borrower") payable to Mortgagee;

(hereinafter referred to as "Debt").

The Mortgagors and/or Borrower jointly and severally promise and agree:

1. To keep the property insured against fire, windstorm, flood and such other hazards as the Mortgagee may require, in an amount and manner with companies acceptable to the Mortgagee and with the proceeds made payable in the policies to the Mortgagee, and to deliver all policies to the Mortgagee. Any insurance proceeds received by the Mortgagee may be retained by it and may any time or from time to time be applied by it to the Debt and shall constitute payment on the Debt, but only to the extent so applied.
2. To pay all taxes, assessments, encumbrances, liens, mortgages, water or sewer charges and other charges and impositions levied, assessed or existing on the property within ninety (90) days from the first due date thereof and to deliver the receipts therefore to the Mortgagee, and to remove promptly any other liens on the property, except (a) liens given to Mortgagee, and (b) liens specifically consented to in writing by the Mortgagee.
3. To keep the property in good repair.
4. That if the Mortgagors and/or Borrower default in the performance of any of the duties imposed by this Mortgage, the Mortgagee may perform the same and all sums paid by it therefor shall be due and payable by the Mortgagors and/or Borrower from the time of said payment by the Mortgagee with interest thereon at the highest rate specified in the Debt, and such sums shall automatically be secured by this Mortgage, without further documentation or recordation.
5. If the Mortgagee at any time for any reason shall incur or expend any sums including, without limit, court costs and reasonable attorneys' fees, whether or not in connection with any suit, action or proceeding, to sustain the lien of this Mortgage or its priority, or to protect the value of the mortgaged premises, or to protect or enforce or otherwise administer any of its rights under this Mortgage, or to recover any of the indebtedness, or for any appraisal, environmental audit, title examination or title insurance

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policy relating to the mortgaged premises, or otherwise in any way relating to this Mortgage or the indebtedness including, without limit, sums expended in connection with any suit involving the conduct of the Mortgagors and/or Borrower or the Mortgagee with respect to this Mortgage or the indebtedness, all of these sums shall on demand be paid by the Mortgagors and/or Borrower to the Mortgagee, together with the interest on these sums at the highest rate charged by the Mortgage to the Mortgagors on any of the indebtedness (but not to exceed the Maximum interest rate permitted by applicable law), and shall be a lien on the mortgaged premises and secured by this Mortgage.

6. The Mortgagee shall notify the Mortgagors and/or Borrower prior to accelerating the Debt, whether due to the Mortgagor's and/or Borrower's default in payment of the Debt, or the Mortgagors' default of this Mortgage. If the default is not cured on or before the date specified in the notice, the Mortgagee may at its option require payment in full and shall have the right to foreclose the lien on this Mortgage in accordance with the laws of Illinois. The Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided by this paragraph, including but not limited to, attorney's fees and collection costs plus all interest on all of the above.
7. The term "default" means failure of any of the Mortgagors' and/or Borrowers agreements herein, failure to pay any money due hereunder or the Mortgagor's and/or Borrower's failure to pay any money due under the Debt. The term "Mortgagee" includes the Mortgagee's successors and assigns, and the term "Mortgagors" includes and binds the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned. The obligations and lien of this Mortgage shall be joint and several. All remedies specified herein shall be cumulative and in addition to any other remedies provided by law.
8. In the event of foreclosure by the Mortgagee, there shall be allowed all costs and expenses (which may be estimated as to items to be expended after entry of decree) incurred by the Mortgagee, including without limitation reasonable attorneys' fees, costs of procuring any title commitment and continuations of such title commitment, opinion of title or title insurance policy and continuations of such opinion or policy.

All fees and expenses allowable pursuant to this Mortgage, together with interest on such fees and expenses from the date of payment of such fees and expenses at the highest rate specified by the Debt, shall be additional, indebtedness secured by this Mortgage and shall be lien on the property. Any

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decree foreclosing this Mortgage shall provide for the payment out of the proceeds of any sale made pursuant to any such decree in the following order: (a) all costs and expenses described in the preceding paragraph with interest as herein provided; (b) all money advances by the Mortgagee for any purpose authorized in this Mortgage, with interest as herein provided; (c) all accrued interest on the Debt hereby secured; (d) the Debt; and (e) any surplus shall be paid to the Mortgagors. In the event that, after legal proceedings are instituted to foreclose the lien of this Mortgage, tender is made of the entire amount of indebtedness secured by this Mortgage, the Mortgagee shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated above, such expenses shall be additional indebtedness secured by this Mortgage, and no such suit or proceedings shall be dismissed or otherwise disposed of until such fees, expenses and charges shall have been paid in full.

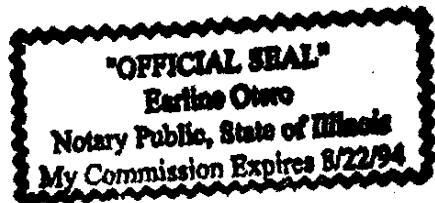
Witnesses:

[Signature]  
[Signature]  
Raymond Soto  
[Signature]  
Maria Soto

State of Illinois )  
County of Cook ) ss.

The foregoing mortgage was acknowledged before me this 29<sup>th</sup> day of July, 1994, by Raymond Soto and Maria Soto.

[Signature]  
Notary Public \_\_\_\_\_ County, Illinois  
My Commission expires: 8/22/94



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