

JUNIOR  
REAL ESTATE MORTGAGE

THIS AGREEMENT (the "Mortgage") dated as of July 20, 1995, between Sergio Arlandiz and Elizabeth Arlandiz, his wife, jointly and severally, (collectively the "Mortgagor") and PIONEER BANK & TRUST COMPANY (the "Mortgagee").

WITNESSETH: That to secure the payment of Mortgagor's Note in the original principal amount of EIGHTEEN THOUSAND AND NO/100THS (\$18,000.00) DOLLARS together with interest thereon at a per annum rate of Two per cent (2%) in excess of the Prime Rate of Interest of Pioneer Bank & Trust Company and the payment of any and all sums heretofore or hereafter loaned and advanced by Mortgagee to Mortgagor all of which sums together with the amount owing on the aforesaid Note shall not exceed \$25,000.00, payable in full, on April 1, 1999, and the performance and observance by the Mortgagor, and any guarantors of any indebtedness secured hereby of all of the covenants, agreements, and conditions contained in said Note, this Mortgage, in all other instruments pertaining to the repayment of any indebtedness secured hereby (including any Guaranty thereof) and in any other security agreement relating to sums secured hereby, the Mortgagor hereby mortgages and conveys to the Mortgagee:

DEPT-01 RECORRING \$43.50  
TRAN 2030 08/22/95 15:04:00  
\*2058 \*AH \*95-556336  
COOK COUNTY RECORDER

UP 624934-16

All those certain lots, pieces, or parcels of land with the buildings and improvements thereon situated, lying and being within the County of Cook in the State of Illinois, as set forth in Exhibit "A", attached hereto and made a part hereof.

TOGETHER with all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances thereunto belonging or pertaining; all apparatus, equipment and appliances now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, ventilation and refrigeration; all machinery and other equipment of every nature and kind used or useful in connection with the maintenance and operation of the premises and intended for the use of tenants or occupants; (all of the foregoing whether now on the premises or hereafter erected, installed or placed thereon or therein, or whether physically attached thereto or not, are and shall be deemed a part of said real estate as between the parties hereto and all persons claiming by, through or under them, and a portion of the security for said indebtedness); and also all the estate, right, title and interest of the Mortgageor in and to the premises. As to any of the

This instrument was prepared by:

JOSEPH A. COAKLEY  
7000 W. 111th St., Suite 102  
Worth, IL 60482  
(708) 923-7000



Mail to:

JOSEPH A. COAKLEY  
7000 W. 111th St., Suite 102  
Worth, IL 60482  
(708) 923-7000

4/250  
10

95556336

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the real estate, this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations. Mortgagor represents and warrants that it is lawfully seized of the premises, that the same are unencumbered, except for a First Mortgage dated November 29, 1993 from Mortgagors to Mortgagee recorded in the Office of the Recorder of Deeds as Document No. 93-972049 and that it has good right, full power and lawful authority to convey and mortgage the same, and covenants that it will warrant and forever defend said premises and the quiet and peaceful possession of the same against any and all claims of all persons whomsoever;

TO HAVE AND HOLD the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive.

Mortgagor covenants and agrees:

1. To pay, when due, all sums secured hereby.
2. Not to abandon the premises; to keep the premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building at any time in the process of erection upon the premises; to promptly repair, restore, or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed; to refrain from impairing or diminishing the value of the security and to make no material alterations of the premises.
3. To comply with all requirements of law or municipal ordinances governing the premises and the use thereof, and to permit Mortgagee to inspect the premises at all reasonable times.
4. To keep the premises free from mechanics or other liens or claims for liens of any kind excepting the First Mortgage described hereinabove; to pay when due any indebtedness which may be secured by a lien or charge on the premises, including, without limitation, any condominium association assessments, dues or charges, and, upon request, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.
5. To pay, ten days before any penalty attaches, all general taxes and to pay, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the premises, of any kind whatsoever, which may be levied, assessed, charged or imposed on the premises or any part thereof.
6. To promptly pay all taxes and assessments assessed or levied under or by virtue of any state, federal or municipal law or regulation now existing or hereafter adopted

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

against Mortgagee upon this mortgage, or the debt hereby secured, or upon Mortgagee's interest under this mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in the State of Illinois for commercial business loans of this type and provided further that in the event of the adoption of any law or regulation affecting such highest lawful rate of interest, the entire indebtedness secured by this mortgage shall thereupon become immediately due and payable at the option of Mortgagee.

7. To exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing full payment of all taxes, assessments and charges which Mortgagor is required or shall elect to pay hereunder.
8. To keep the premises continuously insured, until the indebtedness secured hereby is fully paid (or in case of foreclosure until expiration of the period of redemption, if any) against loss or damage under such types of hazard and liability insurance, in such forms and amounts and written by such companies as may be approved or reasonably required from time to time by Mortgagee; all policies whether or not required by the terms of this mortgage, shall contain loss payable clauses in favor of the Mortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, Mortgagor shall immediately notify Mortgagee in writing and Mortgagor hereby authorizes and directs each and every insurance company concerned to make payments for such loss jointly to Mortgagor and Mortgagee, and the insurance proceeds or any 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, and any application thereof to the indebtedness shall not relieve Mortgagor from making any payments herein required until the indebtedness is paid in full.
9. To deliver to Mortgagee all policies of insurance, with evidence of premiums prepaid for one (1) year (renewal policies to be delivered not less than ten days prior to the respective dates of expiration), and all abstracts of title, title guarantee policies, Torrens certificates of title and other evidence of title to the premises, all of which shall be held by Mortgagee without liability, and in the event of foreclosure of this mortgage or transfer of title to the premises in extinguishment of said indebtedness, shall become the absolute property of Mortgagee. Mortgagee may, from time to time, at its option, waive, and after such waiver, reinstate, any or all provisions hereof requiring deposit of insurance policies, by notice to Mortgagor in writing.
10. To make monthly deposits with Mortgagee, in addition to any other payments required to be made hereunder of a sum equal to one-twelfth (1/12th) of the yearly taxes or assessments which may be levied against the premises and one-twelfth (1/12th) of the yearly premiums for insurance on the premises. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee, and shall include a three (3) month reserve. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Notwithstanding the foregoing, Mortgagee may elect to pay any insurance premiums on an installment

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

basis. Any insufficiency of such deposits to pay such taxes, assessments or premiums when due shall be paid by Mortgagor to Mortgagee on demand. Upon any default under this mortgage, Mortgagee may apply any such deposits to any obligation secured hereunder or due hereunder. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except insofar as the obligations thereunder have been actually met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring deposits for taxes, assessments or insurance premiums, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

11. To pay to Mortgagee any awards of damage resulting from condemnation proceedings or the taking or injury of the premises for public use, less reasonable costs and associated attorneys' fees and expenses of Mortgagor and the proceeds or any part thereof shall be applied by Mortgagee, at its option, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness hereby secured.
12. To deliver to the Mortgagee monthly reports of the rental income and expenses of the premises in such reasonable detail as the Mortgagee may require signed by the responsible operating official of the premises. Any detail needed to explain said reports shall be furnished on request from the Mortgagee including but not limited to copies of any subleases of the premises. Mortgagor further agrees to furnish to the Mortgagee financial statements in a form satisfactory to the Mortgagee, within ten (10) days of its request from time to time during the term of the loan. If Mortgagor shall at any time fail to furnish to Mortgagee any requested financial statement or report within said ten (10) day period, Mortgagor shall immediately upon demand by Mortgagee pay the Mortgagee a penalty in the amount of \$200.00.
13. Debt Service Coverage Ratio. At all times during the term of the Note (including any renewals or extensions thereof), Mortgagor shall maintain a "Debt Service Coverage Ratio" (as that term is hereinafter defined) of 1.25 or higher for the Mortgaged Property. As used herein, the term "Debt Service Coverage Ratio" shall mean the quotient derived when "Net Operating Income" (as that term is hereinafter defined) is divided by the then applicable "Debt Service Payment" (as that term is hereinafter defined). At Mortgagee's request, Mortgagor shall furnish such evidence, including without limitation, certified reports, statements and photocopies of leases, in form and substance reasonably satisfactory to Mortgagee, as Mortgagee shall require to verify Mortgagor's compliance with the foregoing requirement. Mortgagor's failure to supply any such requested information within thirty (30) days of the date of a request for such material from Mortgagee or Mortgagor's failure to maintain the Debt Service Coverage Ratio required hereinabove shall constitute a "default" under this Mortgage. As used herein, the term "Net Operating Income" for any period of time shall mean and include: (A) all of Mortgagor's operating gross receipts derived during that period from any and all sources and in any way, manner or respect relating to and/or arising from the Mortgaged Property and/or the

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

operation thereof (including, but not limited to, rental and leasehold income, expenses, reimbursements, service income, parking income, concession income and other operating income) adjusted by deducting (B) normal and customary operating and maintenance expenses attributable to the Mortgaged Property, including but not limited to, costs of ordinary and necessary repair and maintenance, costs of cleaning and janitorial service and supplies, management fees, leasing commissions, costs of utilities, real estate taxes and insurance premiums, payments of principal or interest other than the Debt Service Payment, but excluding, depreciation, partnership or corporate distributions, capital expenditures, state, local or federal income taxes and the Debt Service Payment. As used herein, the term "Debt Service Payment", for any period of time, shall mean interest and principal payable to Mortgagee pursuant to the terms of the Note, other than principal and interest due on the maturity date or on the date of acceleration of the Note.

14. In the event of default in performance of any of the covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, title or claim therefor, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice with interest thereon at the rate set forth in the note described above. Mortgagee, making any payment hereby authorized relating to taxes or assessments, shall be the sole judge of the legality and validity thereof and of the amount necessary to be paid in satisfaction thereof.
15. If (a) default be made in payment, when due, of any sum secured hereby, or in any of the other covenants or agreements herein contained to be performed by Mortgagor or, (b) if there be a default in the terms and/or conditions of any other agreements between the Mortgagor and the Mortgagee relating to the sum hereby secured or to any other indebtedness of the Mortgagor to Mortgagee or, the First Mortgage described hereinabove, or (c) if any proceedings be instituted or process issued (i) to enforce any other lien, charge or incumbrance against the premises, or (ii) against Mortgagor or any guarantor under any bankruptcy or insolvency laws, or (iii) to place the premises or any part thereof in the custody or control of any court through its receiver or other officer, and such proceedings are not dismissed or stayed on appeal or such process withdrawn within ten days after written notice to Mortgagor, or (d) in the event the Mortgagor shall create or permit to exist any mortgage, lien or other encumbrance on the premises other than the encumbrance represented by this mortgage, or (e) in the event the Mortgagor shall convey title to any person or persons other than the Mortgagor, enter in any lease with a term, including renewal options exercisable at lessee's discretion, in excess of one year, enter into any lease or other agreement containing an option to purchase or receive

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

title to the premises, or shall suffer or permit Mortgagor's equity of redemption to become vested in any person or persons other than the Mortgagor, or (f) if Mortgagor or any guarantor makes any assignment for the benefit of creditors, or is at any time insolvent, or (g) if by or with the consent or at the instance of Mortgagor or any guarantor proceedings to extend the time of payment of sums secured hereby or to change the terms of this mortgage be instituted; then,

I. All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice, with interest thereon,

II. Mortgagee may immediately foreclose this mortgage. The Court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the premises, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made), for the benefit of Mortgagee with power to collect the rents, issues and profits of the premises, due and to become due during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency judgment or decree, and Mortgagor hereby grants to Mortgagee the right, acting through itself, its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the premises and property, expel and remove any persons, goods, or chattels, occupying or upon the same, and to collect and receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorneys' fees, and all expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree or judgment of foreclosure.

16. To further secure the indebtedness secured hereby:

(a) Mortgagor hereby sells, assigns and transfers unto Mortgagee the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for, the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

avails thereunder, to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the premises as provided in Paragraph 15 hereof) to rent, lease or let all or any portion of the premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease and agreement, written or verbal, or other tenancy existing, or which may hereafter exist on the premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Paragraph 15 hereof.

- (b) Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises for more than thirty (30) days in advance and that the payment of none of the rents to accrue for any portion of the said premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor. Mortgagor waives any rights of set off against any person in possession of any portion of the premises. If any lease provides for the abatement of rent during repair of the premises damaged thereunder by reason of fire or other casualty, Mortgagor shall furnish to Mortgagee rental insurance, the policies to be in an amount and form and written by such insurance companies as shall be satisfactory to Mortgagee. Mortgagor agrees that it will not assign any of the rents or profits of the premises without the prior written consent of Mortgagee.
- (c) Nothing herein contained shall be construed as constituting Mortgagee a Mortgagee in possession in the absence of the taking of actual possession of the premises by Mortgagee pursuant to Paragraph 15 hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.
- (d) Mortgagor further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require.
- (e) Nothing herein contained shall be construed to impose upon Mortgagee any of the obligations of Mortgagor under any leases or subleases of the premises now existing or which may hereafter exist, other than the collection of avails, rents, issues and profits thereunder.
- (f) Although it is the intention of the parties that the assignment contained in this Paragraph 16 shall be a present assignment, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

or powers conferred upon it by this Section until a default shall exist under this Mortgage, any indebtedness secured hereby or any other agreement between Mortgagor and Mortgagee.

17. In any foreclosure of this mortgage there shall be allowed and included in the decree or judgment for sale, to be paid out of the rents or proceeds of such sale:
- (a) All sums secured hereby and remaining unpaid,
  - (b) All sums advanced or paid by Mortgagee pursuant to this mortgage with interest,
  - (c) All court costs, attorneys' fees, appraisers' fees, expenditures for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the judgment or decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates and similar data with respect to title, as Mortgagee may deem necessary in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee may be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. All expenditures and expenses of this type mentioned in this subparagraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraphs (a), (b) and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagor.
18. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree or judgment of foreclosure of this Mortgage, on their own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in the title to the Premises subsequent to the date of this Mortgage.
19. No remedy or right of Mortgagee shall be exclusive of but shall be in addition to every other remedy of right now, of hereafter, existing at law or in equity. No delay in exercising, or omission to exercise, any remedy or right, accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

20. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, from time to time, either before or after the maturity of said note, and without notice or consent:
- (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation,
  - (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof,
  - (c) exercise or refrain from exercising or waive any right Mortgagee may have,
  - (d) accept additional security of any kind,
  - (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and void and a reconveyance or release of the premises shall be made by Mortgagee to Mortgagor.

21. If requested by Mortgagee, Mortgagor covenants and agrees that it will keep and maintain, books and records of account in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the Mortgagee and its accountants and other duly authorized representatives. Such books and records of account shall be kept and maintained (1) in accordance with generally accepted accounting principles consistently applied, and (2) at the principal place of business of the Mortgagor at: 1300 N. Homan Avenue, Chicago, IL 60651, which principal place of business will not be changed without first notifying Mortgagee.
- 21.1 Mortgagor covenants and agrees to furnish to the Mortgagee, within ninety (90) days following the end of every calendar year, a copy of a report of the operations of the improvements on the Premises for the year then ended, to be certified by the Mortgagor satisfactory to the Mortgagee, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses. Each such certificate to each such annual report shall certify that the certifying party examined such records as were deemed necessary for such certification and that those statements are true, correct and complete.
- 21.2 If Mortgagor fails to furnish promptly any books, records, reports or financial

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

statements required by Paragraph 21.1 within ten (10) days after request by Mortgagee, Mortgagor covenants and agrees to pay to Mortgagee the sum of \$200.00 as administrative expenses for each month or part thereof elapsing after such ninety (90) day period until such report is furnished to Mortgagee.

- 21.3 If Mortgagor fails to furnish promptly any report required by Paragraph 21.1, the Mortgagee may elect (in addition to exercising any other right, remedy and power) to make an audit of all books and records of Mortgagor which, in any way, pertain to the Premises and to prepare the statement or statements which Mortgagor failed to procure and deliver. Such audit shall be made and such statement or statements shall be prepared by an independent Certified Public Accountant to be selected by the Mortgagee. Mortgagor shall pay all expenses of the audit and other related services which expenses shall be secured hereby as additional indebtedness and shall be immediately due and payable with interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder.
22. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word Mortgagor shall include all persons claiming under or through Mortgagor (including, if this Mortgage is executed by a trust or trustee, any beneficiary thereof) and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note, any guaranty or this mortgage. Wherever used, the singular number shall include the plural and the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage as of the day and year first written above.

MORTGAGOR:

  
Sergio Arlandiz

  
Elizabeth Arlandiz

95556030

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                  )SS.  
COUNTY OF C O O K    )

I, GEORGE M. WHITE, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Sergio Arlandiz and Elizabeth Arlandiz, his wife personally known to me to be the same persons whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 20 day of July, 1995.

George M. White  
NOTARY PUBLIC

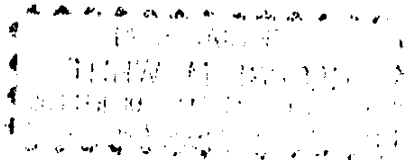
My commission expires: \_\_\_\_\_



9556036

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## EXHIBIT "A"

LOT 1 IN SMITH'S SUBDIVISION OF THE NORTH 108 FEET OF THE WEST 177 FEET OF BLOCK 10 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-35-409-001, VOL. 375

COMMONLY KNOWN AS: 1859 N. KIMBALL, CHICAGO, IL

Property of Cook County Clerk's Office

95556736

UNOFFICIAL COPY

Property of Cook County Clerk's Office