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COOK COUNTY,
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MORTGAGE 95576284

The Mortgagor, Randall Dellenbach and Patricia Krull, his wife, both of 11996 West 118th Street, Palos Park, Illinois 60464 (collectively "Mortgagor"), mortgages and warrants each and separately to James A. Magno of 5535 West Grand Avenue, Apartment 2F, River Grove, Illinois 60171 and Dominic J. Magno of 2438 North Nona Street, Franklin Park, Illinois 60131 (collectively "Mortgagee"), to secure the payment of Forty Six Thousand and Sixty One Dollars and Twenty-Eight Cents (\$46,061.28) due from Randall Dellenbach to James A. Magno, and to secure the payment of Forty Six Thousand and Sixty One Dollars and Twenty-Eight Cents (\$46,061.28) due from Randall Dellenbach to Dominic J. Magno, under two separate Non-Competition Agreements, one between Randall Dellenbach and James A. Magno, and the other between Randall Dellenbach and Dominic J. Magno, both dated June 13, 1995, and both of which provide for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 1999, and to secure the performance of the other agreements of Randall Dellenbach in both aforementioned Non-Competition Agreements, the following described real estate of which Mortgagor represents to be and is now the legal owner and in actual possession of:

LOT 3 IN POWERS SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

commonly known as 11996 West 118th Street, Palos Park, Illinois 60464, permanent tax # 23-19-302-016, together with all structures and improvements now and hereafter on the land and the fixtures attached thereto, and the rents, issues, and profits thereof, all the estate, right, title, interest, and all claims and demands whatsoever, in law and in equity, of Mortgagor in and to the same, situated in the County of Cook, in the State of Illinois ("Property"), hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

Randall Dellenbach shall perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in each of the Non-Competition Agreements aforementioned

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herein and shall make all payments due under each of said Non-Competition Agreements when due as provided therein, and any failure of Randall Dellenbach to do so under either or both Non-Competition Agreements shall be considered a default under both Non-Competition Agreements and a default under this Mortgage by Mortgagor, which shall cause the whole of the principal amount and interest under each Non-Competition Agreement to become immediately due, even if the failure of Randall Dellenbach to so perform relates to only one of the aforementioned Non-Competition Agreements.

Mortgagee acknowledges and agrees that this is a second mortgage and that this Mortgage is subordinate to the lien on the Property created by a first mortgage dated August 22, 1994 by Mortgagor and recorded August 30, 1994 as Document 94766909 to secure a note in the principal amount of \$140,000.00 payable to Standard Federal Bank For Savings. Provided this Mortgage is not in default, Mortgagee agrees in the future upon request of Mortgagor to subordinate this Mortgage to another mortgage to be given by Mortgagor in an amount not to exceed Ninety One Thousand Five Hundred Dollars (\$91,500), subject to Mortgagee having received a bona fide commitment to lend such amount.

Provided always, that if Mortgagor shall pay to Mortgagee, their successors, legal representatives, or assigns, the amount in both of the Non-Competition Agreements mentioned above, and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of both Non-Competition Agreements and this Mortgage, and shall pay all taxes that may accrue on the Property and all costs and expenses that Mortgagee, their successors or assigns may be put to in collecting the amounts due under or enforcing the terms of either or both of the Non-Competition Agreements, in the foreclosure of this Mortgage or otherwise, including reasonable attorneys' fees, then this Mortgage and the lien hereby created shall cease and be null and void, and a release of the Mortgage shall be executed by Mortgagee.

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Mortgagor shall keep the buildings now or hereafter on the Property insured in a sum equal to the highest insurable value, both fire and extended coverage, in a company to be approved by Mortgagee, with standard and customary mortgagee loss-payable clause endorsed thereon, making such loss payable to both Mr. James A. Magno and Mr. Dominic J. Magno, their successors, legal representatives, or assigns; and in the event Mortgagor fails to obtain such insurance, then Mortgagee may obtain such insurance and hold the same as hereinabove provided, without waiving the right to foreclose or any right hereunder, and Mortgagor will repay to Mortgagee on demand all premiums so paid by Mortgagee, with interest at the rate of 4% over the prime rate in effect as announced by any bank in Chicago as chosen by Mortgagee from the time of payment by Mortgagee. Should the Mortgagee receive any sum of money for damage to the Property, such amount at the option of Mortgagee may be retained and applied by either or both Mortgagees toward either or both of the Non-Competition Agreements, or the same may be paid over in whole or in part by Mortgagee, or either of them, to Mortgagor for the repair of said building or for the erection of a new building in place thereof. If Mortgagee, or either of them, retains insurance money for damage to the Property, the amount so retained shall be a reduction of the amount due under the Non-Competition Agreement of the Mortgagee retaining said money, however the lien of this Mortgage shall not be affected unless

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both Non-Competition Agreements and the terms of this Mortgage have been satisfied in full.

All buildings now or hereafter situated on the Property shall be maintained by Mortgagor in good repair and Mortgagor shall not permit, commit, nor cause waste, impairment, or deterioration of the Property, except reasonable wear and tear.

If foreclosure proceedings of any mortgage or lien of any kind superior or inferior to this Mortgage are instituted, Mortgagee hereunder, or either of them, may at its option, immediately or thereafter, declare this Mortgage and the amounts due under one or both of the Non-Competition Agreements due and payable.

If the Property or any part thereof shall be condemned and taken under the power of eminent domain, all damages and awards for the Property so taken shall be paid to the holder of this Mortgage, to the amount then unpaid on the Non-Competition Agreements, in equal shares to each of the Mortgagees without regard to whether or not the balance remaining unpaid on the Non-Competition Agreements may then be due and payable, and the amount so paid shall be credited to the amounts due under the Non-Competition Agreements beginning with the last maturing installments thereof. The holder of this Mortgage is given full power, right, and authority to receive and receipt for any and all such damages and awards.

If the Mortgagor, or either of them, files a voluntary petition in bankruptcy under the Bankruptcy Code of the United States, or is adjudicated a bankrupt under said act, or is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or makes a general assignment for the benefit of creditors, or transfers title to the Property by sale or otherwise while this Mortgage remains a lien thereon without both Mortgagee's prior written consent, then and on the occurrence of any of said conditions, at the option of Mortgagee, or either of them, the entire balance of the amounts secured hereby shall immediately become due and payable.

Mortgagor shall comply with all statutes, ordinances, and governmental requirements affecting the mortgaged Property and if Mortgagor shall fail to do so, then, at the option of Mortgagee, or either of them, the entire balance of the amount secured hereby will immediately become due and payable.

Mortgagor may at any time prepay the balance due under one or both of the Non-Competition Agreements, or part of one or both in multiples of \$500. No such prepayment shall be substituted for or considered on account of the periodic payments called for under the Non-Competition Agreements, and said payments shall continue to be due and payable following and irrespective of any such prepayment until the Non-Competition Agreements are paid in full.

Mortgagor hereby assigns to Mortgagee the rents, issues and profits of the Property as further security for the payments due under the Non-Competition Agreements secured hereby, and grants to Mortgagee the right to enter upon the Property for the purpose of collecting the same, and to let

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the Property and to apply the moneys received therefrom, after payment of all necessary charges and expenses, to the obligations secured by this Mortgage, on default under this Mortgage or either of the Non-Competition Agreements.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Mortgagor and recorded with it.

Randall Dellenbach

Randall Dellenbach - Mortgagor

6/13/95

Date

Patricia Krull

Patricia Krull - Mortgagor

6/13/95

Date

Executed in the presence of:

John Dellenbach
John Dellenbach

State of Illinois)

) SS

County of Lake)

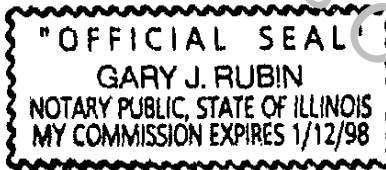
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Randall Dellenbach and Patricia Krull, personally known to me or proven to me by identification to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Signed and sworn to before me this

13th day of June, 1995.

Gary J. Rubin
Notary Public

95576284



This instrument was prepared by Attorney Gary J. Rubin of 1580 South Milwaukee Avenue, Suite 305, Libertyville, Illinois 60048.

RECORD AND RETURN TO:

Attorney Gary J. Rubin
Suite 305
1580 South Milwaukee Avenue
Libertyville, Illinois 60048



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