

UNOFFICIAL COPY

95605167

[111] 7551244L

CONSTRUCTION MORTGAGE

THIS MORTGAGE, made this SEPTEMBER 7, 1995, by ANTHONY WIATR, A WIDOWER (herein called the "Mortgagor") to LASALLE TALMAN HOME MORTGAGE CORPORATION, a corporation, which is organized and existing under the laws of the State of Illinois and whose address is 4242 North Harlem, Norridge, Illinois 60634-1283 (herein, together with its successors and assigns, including each and every holder from time to time of the Note hereinafter defined, called the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is the owner and holder of fee simple title in and to all of the real estate described in Exhibit A attached hereto and by this reference made a part hereof, which real estate forms a portion of Premises (as hereinafter defined), and

WHEREAS, Mortgagor, or if Mortgagor is a trustee, then the beneficiary(ies) of the Mortgage, desires Mortgagee to lend money in connection with Mortgagor's construction of improvements on the Premises (as hereinafter defined) and Mortgagee is willing to lend money for construction of said improvements provided that Mortgagor will grant a mortgage as security for such indebtedness; and

Whereas, Mortgagor (and, if a Trust, Mortgagor's beneficiary(ies) has, concurrently herewith, executed and delivered to Mortgagee a note (the "Note") of even date herewith payable to the order of Mortgagee in the amount of ONE HUNDRED TWENTY THOUSAND AND NO/100 (\$120,000.00), bearing interest as provided therein, and payable as more fully set forth in the excerpt from the Note which is quoted below:

"2. The per annum rate of interest payable under this Note shall change monthly based on an Index. The Index shall be the "Prime Rate" as published in the Wall Street Journal and listed as the base rate on corporate loans at large U. S. money center commercial banks. The per annum rate of interest due hereunder shall be calculated each calendar month by adding one percent (1%) to the most recent Index figure available on the twenty-fifth day of the previous calendar month. Interest shall then be computed, as aforesaid, on the amounts of any unpaid principal for the number of days outstanding during the previous calendar month. A monthly statement showing the amount of interest due and payable shall be mailed to the Borrower each month. If the Index is no longer available, the Holder will choose a new index which is based on comparable information. Notice of the new index will be provided in the monthly statement of interest sent to the borrower.

3. Interest, as computed above, shall be paid monthly commencing on the first day of OCTOBER, 1995 and on the first day of each and every month thereafter to and including JUNE 7, 1996 (hereinafter referred to as the "Maturity Date"). The full principal balance outstanding together with all accrued and unpaid interest shall also be due and payable without notice on the Maturity Date."

NOW THEREFORE, to secure the payment of the principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other sums which may at any time be due and owing or required to be paid as in the Note, or herein including advances made in accordance herewith to protect the security of this Mortgage and to complete said improvements (the "Indebtedness Hereby Secured"), and the performance and observance of all of the covenants, agreements and provisions herein, and the Note and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by the Mortgagor, the Mortgagor DOES HEREBY GRANT, DEMISE, RELEASE, ALIEN, MORTGAGE, AND CONVEY unto Mortgagee, its successors and assigns forever, the real estate described in Exhibit A attached hereto and by this reference made a part hereof.

TOGETHER with: (a) all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights,

BOX 333-CTI

95605167
2001/1/20
380000

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

liberties and privileges thereof or in any way now or hereafter appertaining to said real estate, including any other claim at law or in equity as well as any after-acquired title, franchise, or license and the reversions and remainder hereof: (b) all improvements of every kind and descriptions now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, rehabilitation, alteration, and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the aforesaid real estate, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or forming a part of or used in connection with the aforesaid real estate, and all renewals or replacements thereof or articles in substitution therefor, in all cases whether or not the same are or shall be attached to the Premises in any manner, it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Premises shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness Hereby secured: and (c) all right title, estate, and interest of the Mortgagor in and to the Premises, property, improvements, furniture, furnishing, apparatus, and fixtures hereby conveyed, assigned, pledged, and hypothecated, or intended so to be, and all right to retain possession of the Premises after default in payment or breach of any agreement herein contained (all of which are referred to herein as the "Premises").

TO HAVE AND TO HOLD the Premises, with the appurtenances, and fixtures, unto the Mortgagee, its successors and assigns, forever, for the purposes and upon the uses and purposes herein set forth together with all right to possession of the Premises after any default in the payment of all or any part of the Indebtedness Hereby Secured, or the breach of any agreement herein contained, or upon the occurrence of any Event of Default as hereinafter defined; the Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if the Mortgagor shall pay when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, and agreements herein provided to be performed and observed by the Mortgagor, Mortgagee shall release this Mortgage without charge to Mortgagor except that Mortgagor shall pay recording costs.

THE MORTGAGOR AGREES AS FOLLOWS:

1. Payment of Indebtedness. The Mortgagor shall pay when due (a) the principal of and interest on the indebtedness evidenced by the Note, (b) any late charges due under the Note, and (c) all other Indebtedness Hereby Secured; and the Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, and agreements on the Mortgagor's part to be performed and observed as provided herein, and in the Note; and this Mortgage shall secure such payment, performance, and observance.

2. Maintenance, Repair, Restoration, Liens, etc. The Mortgagor shall (a) keep the Premises in good condition and repair, without waste, and free from mechanic's, materialmen's, or like liens or claims or other liens or claims for lien; (b) pay, when due, any indebtedness which may be secured by a lien or charge on the lien hereof and, upon request, exhibit to the Mortgagee satisfactory evidence of the discharge of such lien; (c) comply with all requirements of law, municipal ordinances, and restrictions and covenants of record with respect to the Premises and the use thereof; (d) make or permit no material alterations in the Premises except as required by law or ordinance without the prior written consent of the Mortgagee; and (e) suffer or permit no unlawful use of, or nuisance to exist upon, the Premises.

3. Other Liens. Except as otherwise expressly provided herein, the Mortgagor shall not create or suffer to permit any mortgage, lien, charge, or encumbrance to attach to the Premises, whether such lien or encumbrance is inferior, of equal priority, or superior to the lien of this Mortgage, excepting only the lien of real estate taxes and condominium assessments not due or delinquent.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

4. Taxes. The Mortgagor shall pay before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against the Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness Hereby Secured, or any obligation or agreement secured hereby; and Mortgagor shall, upon written request, furnish to the Mortgagee duplicate receipts therefor.

5. Insurance Coverage. The Mortgagor at its own expense will insure and keep insured all of the buildings and improvements now or hereafter included within the Premises, and each and every part and parcel thereof against such perils and hazards as the Mortgagee may from time to time require. Such insurance shall include, without limitation, "Builders Risk" insurance together with insurance against bodily injury and property damage, and adequate (in the sole judgement of the Mortgagee) "Workman's Compensation" and "Contractor's Liability" Insurance.

6. Insurance Policies. All policies of insurance to be maintained and provided as required shall be with companies and in form and amounts satisfactory to the Mortgagee and all policies of casualty insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to and in form satisfactory to the Mortgagee and shall provide that such insurance may not be cancelled or altered as to Mortgagee without at least 10 days prior written notice to Mortgagee. The Mortgagor will deliver all policies and certificates of insurance, including additional and renewal policies to the Mortgagee and, in case of insurance policies about to expire, the Mortgagor will deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

7. Deposits for Taxes and Insurance Premiums. In order to assure the payment of taxes and insurance premiums payable with respect to the Premises as and when the same shall become due and payable:

- (a) The Mortgagor shall deposit with the Mortgagee on the first day of each and every month, commencing with the date the first payment of interest or principal and interest shall become due on the Indebtedness Secured Hereby, an amount equal to:
 - (i) One-twelfth (1/12) of the Taxes next to become due upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (i), will result in a sufficient reserve to pay the Taxes next becoming due one month prior to the date when such Taxes are, in fact, due and payable, plus
 - (ii) One-twelfth (1/12) of the annual premiums on each policy of insurance upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (ii), will result in a sufficient reserve to pay the insurance premiums next becoming due one month prior to the date when such insurance premiums are, in fact, due and payable; provided that the amount of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon the Mortgagee's reasonable estimate as to the amount of Taxes and insurance premiums next to be payable, and all Taxes and Insurance Deposits shall be held by the Mortgagee without any allowance of interest thereon.
- b. The Aggregate of the monthly Tax and Insurance Deposits, together with monthly payments of interest or principal and interest payable on the Note shall be paid in a single payment each month, to be applied prior to default to the following items in the order stated:
 - (i) Any late charges due under the Note;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

- (ii) Taxes and insurance premium;
 - (iii) Indebtedness Hereby Secured other than principal and interest on the Note;
 - (iv) Interest on the Note;
 - (v) The principal balance of the Note.
- (c) The Mortgagee will, out of the Tax and Insurance Deposits, upon the presentation to the Mortgagee by the Mortgagor of the bills therefor, pay the insurance premiums and Taxes or will, upon the presentation of receipted bills therefor, reimburse the Mortgagor for such payments made by the Mortgagor unless the Tax and Insurance Deposits on hand are not sufficient to pay future tax bills and insurance premiums as they come due. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and Insurance premiums when the same shall become due, then the Mortgagor shall pay to the Mortgagee on demand any amount necessary to make up the deficiency. If the total of such Deposits exceeds the amount required to pay the Taxes and Insurance premiums, such excess shall be credited on subsequent payments to be made for such Tax and Insurance Deposits.
- (d) In the event of a default in any of the provisions contained in this Mortgage, or the Note, the Mortgagee may, at its option, without being required so to do, apply any Tax and Insurance Deposits on hand to any of the Indebtedness Hereby Secured, in such order and manner as the Mortgagee may elect. When the Indebtedness Hereby Secured has been fully paid, then any remaining Tax and Insurance Deposits shall be paid to the Mortgagor. All Tax and Insurance Deposits are hereby pledged as additional security for the Indebtedness Hereby Secured, and shall be held by the Mortgagee to be irrevocably applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of the Mortgagor.

8. Proceeds of Insurance. The Mortgagor will give the Mortgagee prompt notice of any damage to or destruction of the Premises.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Premises damaged, if, in the sole opinion of Mortgagee, the restoration or repair is economically feasible and Mortgagee's security is not lessened. In the event that the Mortgagee determines, in its sole discretion, that it is not economically feasible to restore the Premises or that the Mortgagee's security interest will be lessened, then the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Premises, or does not answer within 30 days a notice for Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the Premises or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of the payments.

9. Condemnation. The Mortgagor hereby assigns, transfers, and sets over unto the Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation including any payments made in lieu of or in settlement of a claim or threat of condemnation.

10. Prepayment Privilege. The Mortgagor may prepay all or any portion of the unpaid principal balance of the Note (in addition to the required payments thereunder) in accordance with the terms and conditions set forth in the Note, but not otherwise.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

11. Effect of Extensions of Time and Amendments on Junior Liens and Others.

If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security therefor be released, all persons now or at any time hereafter liable therefor (or for any part thereof), or interested in the Premises, shall be held to assent to such extension, variation, or release; and their liability, and the lien of this mortgage, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding any such extension, variation, or release. Any person, firm, or corporation taking a junior mortgage, or other lien upon the Premises or any interest therein, shall take the said lien subject to the rights of the Mortgagee to amend, modify, and supplement this Mortgage and the Note, and to extend the maturity of the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

12. Construction Loan Agreement. The Mortgagor has executed and delivered to and with the Mortgagee a construction loan agreement (herein called "Construction Loan Agreement") dated as of the date hereof, in connection with the construction and erection of certain improvements upon the Premises and the disbursement of all or part of the Indebtedness Hereby Secured for the purpose of financing the costs thereof; and:

- (a) The Construction Loan Agreement is by this reference incorporated herein with the same effect as if set forth herein in its entirety;
- (b) This Mortgage secures all funds advanced pursuant to the Construction Loan Agreement (which advances shall constitute part of the Indebtedness Hereby Secured, whether more or less than the principal amount stated in the Note) and the due and punctual performance, observance and payment of all of the terms, conditions, provisions and agreement provided in the Construction Loan Agreement to be performed, observed or paid by any party thereto other than Mortgagee; and
- (c) Mortgagor hereby agrees to duly and punctually perform, observe and pay or cause to be duly performed, observed and paid all of the terms, conditions, provisions and payments provided for in the Construction Loan Agreement to be performed, observed or paid by any party thereto other than Mortgagee.

13. Mortgagee's Performance of Mortgagor's Obligations. In case of default herein, the Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of the Mortgagor (whether or not the Mortgagor is personally liable therefor) in any form and manner deemed expedient to the Mortgagee; and the Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or other prior lien or title claim thereof, 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 in connection therewith, including attorneys' fees and other monies advanced by the Mortgagee to protect the Premises and the lien hereof, shall be so much additional Indebtedness Hereby Secured, whether or not they exceed the face amount of the Note, and shall become immediately due and payable without notice, and with interest thereon at the Default Rate set out in the Note. Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of the Mortgagor. The Mortgagee, in making any payment hereby authorized (a) relating to taxes and assessments, may do so according to any bill, statement, or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof; or (b) for the purchase, discharge, compromise, or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

95605167

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011

UNOFFICIAL COPY

14. Inspection of Premises. The Mortgagee shall have the right to inspect the Premises at reasonable times, and access thereto shall be permitted for that purpose.

15. Restriction on Transfer. It shall be an Event of Default hereunder and the Indebtedness Hereby Secured shall be immediately due and payable (to the extent permitted by law) if, without the prior written consent of the Mortgagee, any one or more of the following shall occur:

- (a) If the Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, lease, or transfer the Premises or any part thereof or interest therein;
- (b) If the Mortgagor is a trustee, then if any beneficiary of the Mortgagor shall create, effect, or consent to, or shall suffer or permit any sale, assignment, lease or transfer of all or any portion of such beneficiary's beneficial interest in the Mortgagor;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided that the foregoing provisions of this Paragraph 15 shall not apply to (i) liens securing the Indebtedness Hereby Secured, (ii) the lien of current taxes and assessments not in default, and (iii) any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, in the Mortgagor or any beneficiary of a trustee mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives, or committee. The provisions of this Paragraph 15 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in the Mortgagor or any beneficiary of a trustee mortgagor.

16. Events of Default. If one or more of the following events (herein called "Events of Default") shall occur:

- (a) If default be made and shall continue for fifteen (15) days in the due and punctual payment of the Note or any installment thereof, either principal or interest, as and when the same is due and payable, or if default be made and shall continue for fifteen (15) days in the making of any payment of monies required to be made hereunder or under the Note; or
- (b) If any one or more of the following events occurs:
 - (i) Mortgagor shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, or hereafter in effect, or
 - (ii) Mortgagor shall file an answer admitting insolvency or inability to pay its debts, or
 - (iii) Within thirty (30) days after the filing against Mortgagor of any involuntary proceeding under the federal bankruptcy code or similar law for the relief of debtors, such proceedings shall not have been vacated or stayed, or
 - (iv) Mortgagor shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for the Mortgagor for all or a material part of the Mortgagor's property or the Premises, in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the Mortgagor's property or the Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days, or

- (v) Mortgagor shall make an assignment for the benefit of creditors or shall admit in writing his inability to pay its debts generally as they become due or shall consent to the appointment a receiver of trustee or liquidator of all or a material part of its property, or the Premises; or
- (c) If the Premises shall be abandoned, or in the case of a default under Paragraph 15 hereof; or
- (d) If an Event of Default shall occur under the provisions of the Construction Loan Agreement subject to the applicable notice or grace period, of any, contained therein; or
- (e) If default shall continue for thirty (30) days after written notice thereof by the Mortgagee to the Mortgagor in the due and punctual performance or observance of any other agreement or conditions herein,

then 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 further notice, all Indebtedness Hereby Secured to be immediately due and payable, whether or not such default be thereafter remedied by the Mortgagor, and the Mortgagee may immediately proceed to foreclose this Mortgage or to exercise any right, power, or remedy provided by this Mortgage, the note, under any other document given to further secure the Note, or by law or in equity conferred;

17. Possession by Mortgagee. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, the Mortgagee shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection (if applicable) of the rents, issues, and profits of the Premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of Taxes, insurance premiums, and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured; and the rents, issues, and profits of and from the premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

18. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, appraiser's fee, outlays for documentary and expert evidence, stenographer's charges, publications costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurance with respect to title, as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of the Mortgage, including the fees of any attorney employed by the Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, or the Premises, including probate and bankruptcy proceedings or on appeal, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate as set forth in the Note until Paid.

19. Receiver. Upon, or at any time after, the filing of a complaint to

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-14 10:10:10

UNOFFICIAL COPY

foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without regard to solvency or insolvency of the Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and the Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect (if applicable) the rents, issues, and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues, and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income (if applicable) from the Premises in his hands in payment in whole or in part of;

(a) The Indebtedness Hereby Secured or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or

(b) The deficiency in case of a sale and deficiency.

20. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 18 hereof; Second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and Fifth, any overage to the Mortgagor and its successors or assigns, as their rights may appear.

21. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds or any insurance policy or policies, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct.

22. Mortgage in Possession. Nothing herein contained shall be construed as constituting the Mortgagee as a mortgagee in possession in the absence of the actual taking of possession of the Premises.

23. Further Assurances. The Mortgagor will do, execute, acknowledge, and deliver all and every further act, deed, conveyance, transfer, and assurance necessary or proper, in the sole judgement of the Mortgagee, for the better assuring, conveying, mortgaging, assigning, and confirming unto the Mortgagee all property mortgaged hereby or property intended so to be; whether now owned by Mortgagor or hereafter acquired.

24. Mortgagor's Successors. In the event that the ownership of the Premises becomes vested in a person or persons other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest of the Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with the Mortgagor. The Mortgagor will give immediate written notice to the Mortgagee of any conveyance, transfer, or change of ownership of the premises, but nothing in this Paragraph 24 shall vary or negate the provisions of Paragraph 15 hereof.

25. Rights Cumulative. Each right, power, and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power, or remedy, expressed or implied, given now or hereafter existing, at law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

exercised from time to time as often and in such order as may be deemed expedient to the Mortgagee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

26. Successors and Assigns. This Mortgage and each and every agreement and other provision hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having interest therein), and shall inure to the benefit of the Mortgagee and its successors and assigns. Wherever herein the Mortgagee is referred to, such reference shall be deemed to include any holder of the Note, whether so expressed or not; and each such holder of the Note shall have and enjoy all of the rights, privileges, powers, options, and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such holder were herein by name specifically granted such rights, privileges, powers, options, and benefits and was herein by name designated the Mortgagee.

27. Provisions Severable. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

28. Waiver of Defense. No Action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid to the party interposing the same in an action at law upon the Note.

29. Time of the Essence. Time is of the essence of the Note, this Mortgage, and any other document evidencing or securing the Indebtedness Hereby Secured.

30. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and masculine, feminine, and neuter shall be freely interchangeable.

31. Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by registered or certified or equivalent mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party hereto may by notice in writing designate for itself, shall constitute service by notice hereunder two (2) business days after the mailing thereof:

(a) If to the Mortgagee: LaSalle Talman Home Mortgage Corporation
4242 North Harlem Avenue
Norridge, Illinois 60634
Attn: Rich Jankowski - Builder Services

(b) If to the Mortgagor: ANTHONY WIATR
5038 S. LINDER AVENUE
CHICAGO, IL 60638

Any such other notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

32. Joint and Several. If there is more than one Mortgagor, all herein shall be the joint and several obligations and agreements of both or all such Mortgagors and all obligation, and agreements, releases, and waivers hereunder shall be the joint and several obligations, agreements, releases, and waivers of both or all such Mortgagors.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

33. Riders. Riders, if any, attached hereto are incorporated herein and made a part hereof.

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

Anthony Viatr (SEAL) _____ (SEAL)
ANTHONY VIATR (Mortgagor) (Mortgagor)

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On September 7, 1995 before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared Anthony Viatr of satisfactory evidence to be the person who his name subscribed to the within instrument and acknowledged that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and official seal this 7th day of Sept 1995.
Signature Tammy M. Zoubek
Name typed or printed Tammy M. Zoubek

My Commission Expires:

"OFFICIAL SEAL"
TAMMY M. ZOUBEK
Notary Public, State of Illinois
My Commission Expires 4/29/98

DEPT-01 RECORDING
14012 TRAN 6350 09/11/95 11:30:00
44548 * DT * 95-605167
DEPT-10 COUNTY RECORDER
PENALTY \$38.00

95605167

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

LOTS 17 AND 18 IN BLOCK 14 IN CRANE VIEW ARCHER AVENUE HOME ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 (EXCEPT THE NORTH 9.225 ACRES AND EXCEPT A 66 FEET STRIP ACROSS THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, FOR RAILROAD) IN SECTION 9, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO: 19-09-125-040-0000
19-09-125-041-0000
PROPERTY ADDRESS: 5040 S. LINDER AVENUE
CHICAGO, IL 60633

THIS DOCUMENT WAS PREPARED BY AND RETURN TO:

LASALLE TALMAN HOME MORTGAGE CORPORATION
4242 NORTH HARLEM AVENUE
NORRIDGE, ILLINOIS 60634

ATTN: RICH JANKOWSKI
BUILDER SERVICES

95605167

UNOFFICIAL COPY

Property of Cook County Clerk's Office