

4190080805346274197°

MORTGAGE

GRANTOR

JONAS DEARRUDA BOTH SINGLE PERSONS

MLTO DHARRUDAH

MLIO DHARRUDAH

JONAR DRARRUDAN

95654977

ADDRESE

ADDRESS

BORROWER

2001 MARKINGTON BLVD N CHICAGO II, 406122428

2001 WARNINGTON BLVD W CHICAGO IL 606122628

LENDER: First Bank of South Dakota (National Association)

A NATIONAL BANKING ASSOCIATION

141 NORTH MAIN AVENUE SIOUX FALLS, SD 57117

DEPT-01 RECORDING 140004 TRAN 4423 43902 + LF RECORDING TRAN 4423 09/27/95 11:03:05 にド 第一95一名549学

COOK COUNTY RECORDER

DEPT-10 PENALTY

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mintgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, lico sea and other agreements; easements, royalties, leasehold estate, if a leasehold; ronts, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This barings shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulativity "Obligations") to Lender pursuant to:

(a) this Mortgage and the for win a ngreement:

PRINCIPAL AMOUNT/ CREDIT LIMIT	AGREEMENT DATE	MATURITY DATE
9		
50 000.00	07/26/1995	07/26/2000

- (b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing;
- (c) applicable law.
- 3. PURPOSE. This Mortgage and the Obligations described for (in c)e executed and incurred for consumer purposes.
- 4. The total amount of indebtedness advanced by this Mortgage in but the promissory note or agreement (the "NOTE") secured hereby may increase decrease from time to time, but the total of all such indebtedness so secured shell-not exceed \$ \$6,000.00 plus interest, collection costs, articles amounts advanced to protect the iten of this Mortgage. The Note secured her by e idences a "Revolving Credit" as defined in 815 ILCS 205/4.1. The iten of this Mortgage secures payment of any existing indebtedness and future advance made pursuant to the Note, to the same extent as it such future advances were made on the date of the execution of this Mortgage, without regard to whether or not the alls any advance made at the time this Mortgage is executed and without regard. to whether or not there is any indebtedness outstanding at the time any advance is income
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to an ounts expended for the payment of taxos, special assessments, or insurance on the Property, plus interest thereon.
 - 6. REPRESENTATIONS, WARRANTIES AND COVENANTS. Granter represents, warrants and opponents to Lender that
 - (a) Grantor shall maintain the Property free of all liens, security interests, oncumbrances and c'ulms except for this Mortgage and liens and encumbrances of record:
 - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean only instances wrate, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but in thin ted to, (i) petroleum, (ii) friable or nontriable asbestos. (III) polychlorinated biphonyls. (IV) those substances, millerinis or wastes designated as a "haza dous substance" pursuant to Section 311 of the Clean Water Act or fisted pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes, (V) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Proceeding Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursu int to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amondments or replacements to that statute or any othir cimilar statute, rule, regulation or ordinance now or hereafter in affect;
 - (e) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions % not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor s. an / time;
 - (d) No action or proceeding to or shall be pending or throatened which might materially affect the Property, and
 - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- 7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN SORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Crantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law
- 8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Granter hereby authorizes Londer to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 9. INTERPERENCE WITH LEARES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor without Lender's prior written consent, shall not: (a) collect any monles payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party therefor. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.
- 10. COLLECTION OF INDESTEDNESS FROM THIRD PARTY, Lender shall be entitled to notify or require Grantor to notify any third party (including, but not implicated to lesses, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diagently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification or if the instruments or other remittances constitute the prepayment of any instrument or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. (Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agraement. Lender shall not be liable to Grantor for any action, error, mistake, ornission or delay, pertaining to the actions described in this paragraph or any damages resulting therefrom.

37.50 PNAIN PROMISE WARN'S

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- 11. USE AND MAINTENANCE OF PIC Party. Crantor shall be keeped to the Property in good condition.

 Grantor shall not commit or permit any waste to be committed with respect to the Property. Crantor shall use the Property solely in compliance with applicable law. first insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense
- 12. LOSS OR DAMAGE. Grantor shall beer the online risk of any loss, thati, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss of Darriage, Grantor shall, at the option of Lender, repair the altended Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 13. INSURANCE, Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, their, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lander in its sole discretion. The insurance policies shall require the insurance company to provide Lender with ni least thirty (30) days written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds bertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the paid to Lender. In the event Grantor talls to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion produce appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance inclosing the required coverage. Lender may not as attended in fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurance policies shall be constantly assigned, piedged and delivered to Lender for further securing the Obligations. In the event of loss, Chantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such montes toward the Obligations or lowerd the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Cravitor shall be obligated to rebuild and resions the Property.
- 14. ZONING AND PRIVATE COVENANTS. Crantor shall not initiate or consent to any change in the zoning provisions or private sovenants affecting the use of the Property without "enter's prior written consent. If Crantor's use of the Property becomes a nonconforming use under any zoning provision. Crantor shall not cause or permit upon use to be discontinued or abandoned without the prior written consent of Lender. Chanter will immediately provide Lender with written nutice of any proposed of larges to the zoning provisions or private covenants affecting the Property
- 15. CONDEMNATION. Creater shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Propers. All monies payable to Creation from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys. (e.g., legal expenses and other costs (including appraisal less) in connection with the condemnation or eminent domain. edings and then, at the option of laider, to the payment of the Chilipations or the restoration or repair of the Property. In any event, Grantor shall be obligated to restore or repair the Property
- 16. LENDER'S RIGHT TO COMMENCE Of DEFEND LEGAL ACTIONS. Crantor shall immediately provide Lender with written notice of any actual or threatened action, sult, or other proceeding affecting the Property. Crantor hereby appoints Lender as its afformay-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Crantor's Obligations with respect to the Property under any discrimistances. Chantor shall immediately provide Lender within shareholders, directors, officers, employees and agents with written notice of and indemnity and hold Lender and its shareholders, directors, officers, employees, and agents harmless from all claims, damages, liabilities (including atterneys' less and legal expenses), causes of action, actions, suits and other legal proceedings (crimulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Muterials). Crantor, upon the request of Lender, and little legal counsel to defend Lender from such Claims, and pay the atterneys' less, legal expenses and other coats incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Cliaims at Grantor's cost. Grantor's obligation to indemnify Lander shall survive in a armination, release or foreclosure of this Mortgage
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all laxes and asses unwrite relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insure real premium, taxes and assessments pertaining to the Property. Be long as there is no default, these amounts shall be applied to the payment of taxes, assectivities and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxer or against the Obligations. Any funds applied against the Obligations. shall be applied in the reverse order of the due date thereof
- 19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Crantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and respects. Grantor shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition on the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may deal return necessary. shall be true, accurate and complete in all respects
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to lander, or any intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.
 - 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:

- (a) commits traud or makes is material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, laise statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;

 (b) fails to meet the repayment terms of the Obligations; or

 (c) violates or fails to comply with a coverant contained in this Mortgage which adversely affects the Property or Lender's right in the Property, including, but not limited to, transfering title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lion senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminorit domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to setzure or confiscation
- 22. HIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
 - (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;

(b) to declare the Obligations immediately due and payable in full;

- (c) to collect the outstanding Obligations with or without resorting to judicial process;
 (d) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender:

(a) to collect all of the ronts, issues, and profits from the Property from the date of detault and thereafter;

(f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the edequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;

(p) to foreclose this Mortgage;

(h) to set-off the Obligations against any amounts due to Grantor or Borrower including, but not limited to, monles, instruments, and deposit accounts maintained with Lender; and

(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lendor's rights are gumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any cheriffs lee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' lees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.

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25. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' less and costs.

26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.

- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be accured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor or Borrower may be applied against the amounts paid by Lender (Including attorneys' lees and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Granter hereby appoints Lander as its attermey-in-fact to endorse Granter's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgago. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lander regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the romal ing portion of the Property. Except as provided in paragraph 26, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property
- 32. MODIFICATION AND WAIVER. The modification or waiver of any of Granter's Obligations or Lander's rights under this Mortgage must be contained in a writing algored by Lender Larkk for perform any of Crantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A wayer on the occasion shall not constitute a waiver on any other occasion. Chantor's Obligations under this Mortgage shall not be affected if Lender amends, comprehiser, a changes, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property
- 33. SUCCESSORS AND ASSIGNS. This Africage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors. assigns, trustees, receivers, administrators, pelocing representatives, legislees and devisees
- 34. NOTICES. Any notice or other communication to be provided under this Mongage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties natificially in writing from time to time. Any such notice at given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given
 - 35. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 36. APPLICABLE LAW. This Mortgage shall be governed by Appliques of the state where the Property is located. Crantor consents to the jurisdiction and venue of any court located in such state.
- 37. MISCELLANEOUS, Crentor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Crantor in this Mortgage shall include all persons signing below. If there is more than one Crantor, their Obligations shall be joint and several. Crantor hereby waives any right to risk by jury in any civil action arising out of, or based upon, this Mortgage of the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

38. TRUSTEE'S EXCULPATION; MORTGAGE SIGNERS. This Mortgage is executed by not personally but solely as Trustee under Trust Agreement dated and known as Trust No. In the exercise of the power and authority conferred upon and vested in it as such Trustee. All and terms, provisions, stipulations, covenants and conditions to be performed by are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and to be construed accordingly, and no personal liability shall be exercise or be enforceable against by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this agreement. This Mortgage is also executed by and the Note secured by the Mortgage, and
and who also may be the Beneficiary(s) of that certain Trust created with under Trust Number pursuant to a Trust Agreement dated
Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.

Oated	
solely as Trustee under Trust Agreement dated and known as Trust Number	, not personally but
GRANTOR MILTO DEARRUDAH	GRANTOR:

GRANTOR JONAS DRARRIIDA GRANTOR:

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State of /CCIN/OIS	CORTORA'S CKNOW-EDOMENT
County of COOLC	County of
I. IMPAILIN VEGA., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ELIO PERRUDAN JONAS DEARRUDA, BOTH SINGLE PERSONS	I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that as and
	as of
	as Trustee under Trust Agreement dated, who are personally known and known as Trust Number, who are personally known
personally known to me to be the same person \$\frac{\partial}{\text{whose name}}\$ whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \$\frac{\partial}{\text{he } \partial}\$ free and voluntary act, for the uses and purposes herein set forth.	to me to be the same persons whose names are subscribed to the foregoing instrument as such Officers of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes set forth. Given under my hand and official seal, this
Given under my hand and official seal, this	Carest trickes my clarid and outcom seat, and
Marelex Cap Motory Tibile OFFICIAL SEAL"	Notary Public
The street address of the Property (if applicable) 12: 724 N BLIZABETH CHICAGO IL 50612 Permanent Index No.(s): 17-08-105-034	
The legal description of the Property located in COOK	County, Illinois Is:
LOT 41 IN BLOCK 3 IN TAYLOR'S SUBDIVISION OF THE 1/2 OF THE NW 1/2 OF SE 14, BAST OF THE THIRD PRINCIPAL MURIDIA	ECTION 8, TOWNSHIP 39 NORTH, RANGE AN, IN COOK COUNTY, ILLINOIS.
	Clork's

For Recorder's Use

This instrument was drafted by.

First Bank of South Dakota (National Association) C.

INT. NORTH MAIN AVENUE

STOUT FALLS, SD 57117

After recording feturn to:

FIRST BANK NATIONAL ASSOCIATION
Lien Perfection Department
P.O. Box 64778

St. Paul, MN 55164-0778

Proberty of Cook County Clerk's Office