

# UNOFFICIAL COPY

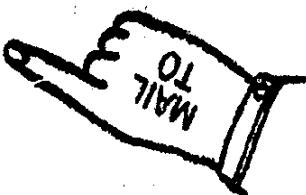
95162921

DOCUMENT PREPARED AND  
RECORDATION REQUESTED BY:

Bank One, Chicago, NA  
1800 Central Street  
Evanston, IL 60203

WHEN RECORDED MAIL TO:

LOAN SERVICES  
BANK ONE, CHICAGO, NA  
P.O. BOX 806083  
CHICAGO, IL 60680-8083



015-00-0000-301265

DEPT-01 RECORDING \$33.50  
130014 TRAN 4735 03/10/95 10:45:00  
54942 JW \*-95-162921  
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**BANK ONE. EXTRACOUNTY  
EXPRESS**

## MORTGAGE

THIS MORTGAGE IS MADE THIS FEBRUARY 20, 1995, between GEORGES B. SALIBA, ELIZA F. SALIBA, ELIA B. SALIBA and SANDRA C. SALIBA, HUSBAND AND WIFE, whose address is 6150 N ROCKWELL #2, CHICAGO, IL 60659 (referred to below as "Grantor"); and Bank One, Chicago, NA, whose address is 1800 Central Street, Evanston, IL 60203 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; improvements (as defined below); all tenant security deposits, utility deposits and all proceeds (including without limitation premium refunds) of each policy of insurance relating to any of the improvements, the Personal Property or the Real Property; all rents, leases, profits, revenues, royalties or other benefits of the improvements, the Personal Property or the Real Property; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property").

LOT 3 IN BLOCK 3 IN T. J. GRADY'S GREEN BRID ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF THE EAST 20 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6150 N ROCKWELL #2, CHICAGO, IL 60659. The Real Property tax identification number is 13-01-219-020.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

**Grantor.** The word "Grantor" means GEORGES B. SALIBA, ELIZA F. SALIBA, ELIA B. SALIBA and SANDRA C. SALIBA. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$45,000.00.

**Note.** The word "Note" means the promissory note or credit agreement dated February 20, 1995, in the original principal amount of \$45,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 11.000%. The maturity date of this Mortgage is February 26, 2000.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.



**WARRANTY: DEFENSE OF TITLE.**

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation. The existing obligation has a current principal balance of approximately \$160,362.00. Grantor expressly covenants and agrees to pay, or be to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**Default.** If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Renta and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable attorney fee as determined by Lender from time to time. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument of agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on the Indebtedness.

**Compliance Default.** Failure of Grantor to comply with any other term, obligation, covenant, or condition contained in this Mortgage, the Note, or in any other agreement between Grantor and Lender.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of, any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Existing Indebtedness.** A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to Lvn. Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**Insecurity.** Lender deems itself insecure by in good faith believing the prospect of payment or performance hereunder or under any of the Related Documents is impaired.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Attorneys' Fees; Expenses.** In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.

**MISCELLANEOUS PROVISIONS.**

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

**JURY WAIVER.** THE UNDERSIGNED AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT OR THE OTHER RELATED DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER RELATED DOCUMENTS.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

# UNOFFICIAL COPY

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and  
benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I  
understand that I have no liability for any of the affirmative covenants in this Mortgage.

## WAIVER OF HOMESTEAD EXEMPTION

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and  
benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I  
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## WAIVER OF HOMESTEAD EXEMPTION

This Mortgage prepared by: BANK ONE, CHICAGO, IL DIANE SEMPER  
P.O. BOX 808083 CHICAGO, IL 60680-6083

351-1621

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

Waiver of Right of Redemption. Notwithstanding any of the provisions to the contrary contained in this Mortgage,  
GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER IL. REV. STAT. CH. 110 SECTION 15-1801(b) OR ANY SIMILAR  
LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON  
BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

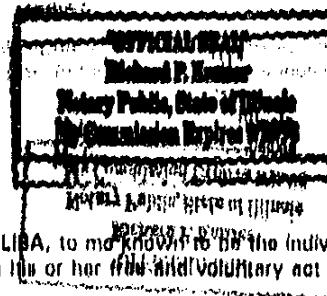
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X *Sandra C. Saliba*  
SANDRA C. SALIBA

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)  
1995  
COUNTY OF DUPAGE)



On this day before me, the undersigned Notary Public, personally appeared GEORGES B. SALIBA, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her true voluntary act and deed, for the uses and purposes therein mentioned.

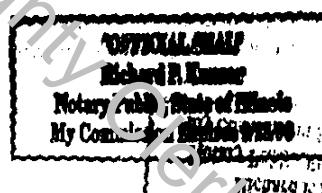
Given under my hand and official seal this 20<sup>th</sup> day of FEBRUARY, 1995.  
By *Richard P. Kunzer* Residing at Glenelde Apts

Name Printed: RICHARD P. KUNZER

Notary Public in and for the State of ILLINOIS My commission expires 9/28/98

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)  
1995  
COUNTY OF DUPAGE)

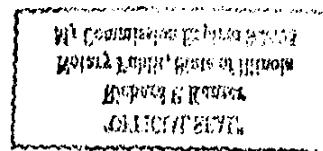


On this day before me, the undersigned Notary Public, personally appeared ELIZA F. SALIBA, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her true and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20<sup>th</sup> day of FEBRUARY, 1995.  
By *Richard P. Kunzer* Residing at Glenelde Apts

Name Printed: Richard P. Kunzer

Notary Public in and for the State of ILLINOIS My commission expires 9/28/98



# UNOFFICIAL COPY

9/28/98

My commission expires

Notary Public in and for the State of Illinois

Name Printed: Richard P. Kusser

Residing at

62-106-0 AHS

1895

Day of September 2011

Notary Public in and for the State of Illinois
Richard P. Kusser
62-106-0 AHS
My Commission Expires September 2012

## INDIVIDUAL ACKNOWLEDGMENT

9/28/98

My commission expires

Notary Public in and for the State of Illinois

Name Printed: Richard P. Kusser

Residing at

62-106-0 AHS

1895

Day of September 2011

Notary Public in and for the State of Illinois
Richard P. Kusser
62-106-0 AHS
My Commission Expires September 2012

## INDIVIDUAL ACKNOWLEDGMENT

9/28/98

My commission expires

Notary Public in and for the State of Illinois

Name Printed: Richard P. Kusser

Residing at

62-106-0 AHS

1895

Day of September 2011

Notary Public in and for the State of Illinois
Richard P. Kusser
62-106-0 AHS
My Commission Expires September 2012

## INDIVIDUAL ACKNOWLEDGMENT

MORTGAGE  
(Continued)

Loan No.  
02-20-1995

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS  
COUNTY OF DUPAGE

OFFICIAL SEAL  
Richard P. Kunzer  
Notary Public, State of Illinois  
My Commission Expires 9/28/98

On this day before me, the undersigned Notary Public, personally appeared ELIZA FORCADE SALIBA, to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20<sup>th</sup> day of FEBRUARY, 1995,

By Richard P. Kunzer Residing at Glendale Hts

Name Printed: Richard P. Kunzer

Notary Public in and for the State of ILLINOIS

My commission expires 9/28/98

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS  
COUNTY OF DUPAGE

OFFICIAL SEAL  
Richard P. Kunzer  
Notary Public, State of Illinois  
My Commission Expires 9/28/98

On this day before me, the undersigned Notary Public, personally appeared ELIA B SALIBA, to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20<sup>th</sup> day of FEBRUARY, 1995,

By Richard P. Kunzer Residing at Glendale Hts

Name Printed: Richard P. Kunzer

Notary Public in and for the State of ILLINOIS

My commission expires 9/28/98

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS  
COUNTY OF DUPAGE

OFFICIAL SEAL  
Richard P. Kunzer  
Notary Public, State of Illinois  
My Commission Expires 9/28/98

On this day before me, the undersigned Notary Public, personally appeared SANDRA C. SALIBA, to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20<sup>th</sup> day of FEBRUARY, 1995,

By Richard P. Kunzer Residing at Glendale Hts

Name Printed: Richard P. Kunzer

Notary Public in and for the State of ILLINOIS

My commission expires 9/28/98

15162921

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