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MORTGAGE

95172835

FILE 5558555
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GTT TO 21785555

This mortgage made and entered into this 8 day of March, 1995, by and between DENNIS S. NUDO and RITA C. NUDO (together with their heirs, "HEIRS AND ASSIGNS" successors and assigns, including each person now or hereafter claiming any interest in the Premises hereinafter referred to as Mortgagor) and PLAZA BANK, an Illinois banking corporation (hereinafter referred to as Mortgagee), who maintains an office and place of business at 7460 West Irving Park Road, Norridge, Illinois 60034.

DEPT-01 RECORDING 933.50
 140011 TRAM 6175 03/15/95 13:55:00
 46759 + RV *-95-172835
 COOK COUNTY RECORDER

95172835

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the Mortgagor does hereby mortgage, sell, grant, assign and convey unto the Mortgagee, its successors and assigns, all of the following described property situated and being in the County of Cook, State of Illinois:

95172835

LEGAL DESCRIPTION:

Lot 1 in the Resubdivision by Albert S. Gold and Others of Lots 28 to 34 Both Inclusive, and Lots 55 to 65 Both Inclusive, in Sherwood Subdivision of Lot 1 of the Southwest 1/4 of Section 19, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois

Common Address: 1223 W. Thomas, Arlington Heights, Illinois.

P.I.N.: 03-19-301-020, volume 232

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the Mortgagor shall be entitled to the possession of said property

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and to collect and retain the rents, issues, and profits until default hereunder)(the "PROPERTY" or "Premises"). To have and to hold the same unto the Mortgagee and the successors in interest of the Mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The Mortgagor covenants that they are lawfully seized and possessed of and has the right to sell and convey said Property, that the same is free from all encumbrances except as hereinabove recited; and that they hereby bind themselves and their successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

The Mortgagor expressly represents and warrants to Mortgagee that the Property is not subject to any lease or leasehold interest, recorded, unrecorded or otherwise, that is senior to this Mortgage or would otherwise impair or subordinate the Mortgagee's interest in the Property. The Mortgagor hereby expressly represents to Mortgagee that they will not execute or enter into a lease, written or oral, on, for or related to this Property or otherwise encumber the right of possession to the Property without the prior written consent of Mortgagee.

This instrument is given to secure (i) the a promissory note dated March 9, 1995, in the principal sum of \$240,000.00, signed by DENNIS S. NUDO and RITA C. NUDO (hereinafter called "Borrower"); and (ii) the repayment of any future advance, with interest thereon, made to Mortgagor or borrower by Mortgagee prior to release of this mortgage, which advance is evidenced by a promissory note stating that it is secured hereby is herein called the "Indebtedness Hereby Secured". At no time shall the principal amount of the Indebtedness Hereby Secured, not including the sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note identified above, plus FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS.

Any entity, person, firm or corporation taking a junior mortgage, or other lien or interest in and upon the Premises secured hereby or any part thereof or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend (including, without limitation, changing the rate of interest, manner of computation thereof, due date), modify, extend or release the Note, this Mortgage, or any other document or instrument evidencing, securing or guarantying the Indebtedness Hereby Secured, in each and every case without notice and 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, except as otherwise expressly provided in a separate Subordination Agreement by and between the Mortgagee and the holder of such

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junior lien.

1. The Mortgagor covenants and agrees as follows:

a. They will promptly pay the Indebtedness Hereby Secured.

b. They will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee, subject to the terms and conditions of the Real Estate Tax Escrow Agreement which shall govern the payment of the real estate taxes hereunder.

c. They will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the Mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall also be paid by the Mortgagor.

d. For better security of the Indebtedness Hereby Secured, upon the request of the Mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by him after the date hereof (all in form satisfactory to Mortgagee). Furthermore, should Mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, Mortgagor hereby agrees to permit Mortgagee to cure such default, but Mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the Indebtedness Hereby Secured.

f. They will continuously maintain hazard insurance, of such type or types and in such amounts as the Mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof all insurance shall be carried in companies acceptable to Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss, Mortgagor will give immediate notice in writing to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof,

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may be applied by Mortgagee at its option either to the reduction of the Indebtedness Hereby Secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the Indebtedness Hereby Secured, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or Mortgagee or, at the option of the Mortgagee, may be surrendered for a refund.

g. They will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the Mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the Mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. They will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the Mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. They will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the Mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note, and Mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The Mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note secured hereby or of any other mortgage or security agreement securing the note secured hereby shall terminate the Mortgagor's right to possession, use, and enjoyment of the property, at the option of the Mortgagee or its assigns (it being agreed that the Mortgagor shall have such right until default). Upon any such default, the Mortgagee shall become the owner of all of the rents and profits accruing after default as security for the Indebtedness Hereby Secured, with the right to

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enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rents, issues and profits on said property to that extent.

3. The Mortgagor covenants and agrees that if they shall fail to pay the Indebtedness Hereby Secured or any part thereof when due, which failure shall not be cured within ten days, or shall fail to perform any covenant or agreement of this instrument, the promissory note secured hereby, or any other mortgage or security agreement securing the promissory notes secured hereby, which failure to perform shall not be cured with thirty days of written notice of said failure, the entire Indebtedness Hereby Secured shall immediately become due, payable and collectible without notice, at the option of the Mortgagee or its assigns, regardless of the maturity, and the Mortgagee or its assigns may before or after entry sell said property without appraisal (the Mortgagor having waived and assigned to the Mortgagee all rights of appraisal) pursuant to the laws of the State of Illinois governing the disposition of said property.

4. The proceeds of any sale of said property in accordance with the preceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the Mortgagee for the purpose of protecting and maintaining said property, and reasonable attorneys' fees; secondly, to pay the Indebtedness Hereby Secured; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale, and the proceeds are not sufficient to pay the Indebtedness Hereby Secured, the Mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal against the Mortgagor.

6. In the event the Mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the Mortgagee is hereby authorized at its option to pay the same. Any sums so paid by the Mortgagee shall be added to and become a part of the principal amount of the Indebtedness Hereby Secured, subject to the same terms and conditions. If the Mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

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8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the notes and/or guaranties secured hereby.

9. A judicial decree, order or judgment holding any provision of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the Mortgagor pursuant to the provisions of this instrument shall be addressed to the Mortgagor at 58 S. Madison Street, Chicago, Ill. 60604 and any written notice to be issued to the Mortgagee shall be addressed to the Mortgagee at Plaza Bank 7460 West Irving Park Road, Norridge, Illinois 60634, Attn: Robert C. Wareham.

IN WITNESS WHEREOF, the Mortgagors, Dennis S. Nudo and Rita C. Nudo, have executed this instrument and the Mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

[Signature] DENNIS S. NUDO [Signature] RITA C. NUDO

State of Illinois)
) ss.
County of Cook)

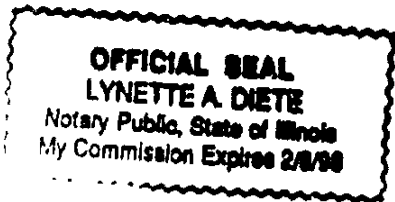
The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that DENNIS S. NUDO and RITA C. NUDO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth, including the waiver of all rights and benefits under and by virtue of the Illinois homestead exemption laws.

** BY DENNIS S. NUDO AS ATTORNEY IN FACT

Notary Public
My Commission expires: _____

THIS INSTRUMENT WAS
PREPARED BY and SHOULD
BE RETURNED TO:

Gary E. Green
MARTIN & KARCAZES, LTD.
30 North LaSalle Street - Suite 4020
Chicago, IL 60602
(312) 332-4550



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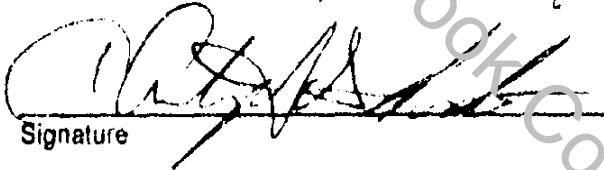
L-18

AFFIDAVIT BY ATTORNEY IN FACT (MORTGAGE)

Date: 3/8/95 GIT File No.: 4178555

With regard to the exercise of the power of attorney to execute the mortgage encumbering the land described in the subject title commitment, and the note secured thereby, the undersigned does hereby state and aver that:

1. Power of attorney was in full force and effect at the time of execution thereof.
2. That said power of attorney authorizes me to execute said mortgage and note.
3. That the party giving said power of attorney is unavailable to execute said mortgage and note because They are out of town


Signature

Subscribed to and sworn before me this 8 day of March, 19 95

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