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MORTGAGE (Participation)

14112217

This mortgage made and entered into this 14th day of April 1994 and between Roberto DeSouza 95340803

as grantor (referred to as mortgagor) and The Lemont National Bank and Trust Company (hereinafter referred to as mortgagee), who maintains an office and place of business at 120 Main Street, Lemont, Illinois 60439

WITNESSETH that for the consideration hereinafter stated, receipt of which is hereby acknowledged the mortgagor does hereby mortgage and grant unto and unto the mortgagee his successors and assigns all of the following described property situated and being in the County of Cook and State of Illinois

LOT 11, IN BLOCK 63 IN HOFFMAN SQUARE V, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, AND THE EAST 1/2 OF THE WEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTER OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 24, 1957, AND DOCUMENT NUMBER 175315A.

commonly known as 307 Navajo Lane, Hoffman Estates, Illinois

DEPT. OF RECORDS 675.90
70000 TRIM 7689 05/04/94 15107108
1994 1 11-94-402297
COOK COUNTY RECORDER

94102217

07-22-108-009

together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, air conditioning, refrigerating, ventilating, air conditioning apparatus and elevators (the mortgagor hereby declaring that it is intended that the above described property and improvements hereon and hereafter to be made thereon, the improvements and apparatus on and all other rights thereto, including in an entire, undivided and undivided interest, shall be subject to the mortgage and the mortgagee and his assigns shall have and hold the same under the mortgage and the covenants in interest of the mortgagee hereon in fee simple and shall retain all of the same if any as is stated herein. Mortgagor hereby releases and conveys all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The mortgagor covenants that he is 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 hereinafter recited, and that he hereby binds himself and his successors in interest to defend and defend the title against the claims of all persons claiming

guaranty of Roberto DeSouza
This instrument is given to secure the payment of a promissory note dated April 14, 1994 in the principal sum of \$570,000.00, signed by Roberto DeSouza in behalf of Roberto DeSouza guaranteeing the obligations of Somo, Inc. d/b/a Glordann's and Glordann's of LaGrange, Inc. to The Lemont National Bank and Trust Company evidenced by a promissory note dated April 14, 1994 in the principal sum of \$570,000.00.

Referred to Deke Property

95340803

11102217
Box 97
3702

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Property of Cook County Clerk's Office

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This preliminary note is to be read in connection with the Small Business Administration, in agency of the United States of America, has participated in compliance with section 101 (d) of the Sales and Regulations of the Small Business Administration (11 CFR 101 (d)). This instrument is to be reviewed and advised in accordance with applicable Federal law.

1. The mortgage instrument and agree as follows:

a. He will personally pay the indebtedness evidenced by said preliminary note at the time and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fees, or expenses for which payment has not been made heretofore, and will promptly deliver the official receipts therefor to the mortgagee.

c. He 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 hereinafter by mortgagee, and such payments as to any other litigation or proceedings affecting said property. Attorneys fees reasonably incurred in any other way shall be paid by the mortgagee.

d. The holder of any 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 addition, improvements, or betterments made to the property heretofore described and all property acquired by it after the date hereof (all in both cases subject to mortgage). Furthermore, should mortgagee, and in case any default in the payment of a prior or subsequent mortgage on the property described by this instrument, mortgagee hereby agrees in partial mortgage to cure such default, but mortgagee is not obligated to do so and such cures shall become a part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights reserved by this mortgage as well as all other rights during any postponement or suspension of the time of the payment of the indebtedness evidenced by said preliminary note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance of such type or types and in such amounts as the mortgagee may from time to time require for the improvements now and 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 receipts therefor shall be held by mortgagee and have attached thereto loss payable clause in favor of and to be held acceptable to the mortgagee. In event of loss mortgagee will give immediate notice in writing to the insured, and mortgagee may make proof of loss if not made promptly by insured, and each insurance company retained as herein authorized and directed to make payment for such loss directly to mortgagee instead of to insured and mortgagee jointly and severally provided, at any part thereof 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 insolvency of this mortgage or under or before or after the date of this property in reimbursement of the indebtedness secured hereby, all right, title, and interest of the insured in and to any insurance policies then in force shall pass to the mortgagee or, at the option of the mortgagee, they be assigned by a policy.

g. He will keep all buildings and other improvements on said property in good repair and condition, will permit repairs or suffer no waste, impairment, deterioration of said property or any part thereof, in the event of failure of the mortgagee 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. At the full amount of such and every such payment shall be immediately due and payable, and shall be secured by the lien of this mortgage.

h. He 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 reconstruction of any and all buildings or improvements now being started or to be started on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or detached, or remove, or otherwise dispose of 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 in payment of the indebtedness hereby secured under said note, and mortgagee is hereby authorized, in the name of the mortgagee, to receive and deliver valid or full-blown receipt and to appear from any such award.

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

l. Default in any of the covenants or conditions of this instrument or of the note or any agreement secured hereby shall constitute the mortgagee's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagee shall have such right upon 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 secured hereby, with the right to retain upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rents on said property then received.

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RECORDING DEPARTMENT
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