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MORTGAGE

Prepared by:

EDWARD G. D'ALESSANDRO, JR., ESQ.

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This Mortgage is made on November 26, 1996

BETWEEN the Mortgagor, Bertha M. Roman, Miguel Roman, Jose Gutierrez (hereinafter referred to as "Mortgagor"), residing at 4415 North Harding Avenue, Chicago, Illinois 60625, referred to as "I".

AND the Secured Party, International Fidelity Insurance Company, 321 Broadway, Fourth Floor, New York, New York 10007, referred to as the "Secured Party" in this document.

If more than one Mortgagor signs this Mortgage, the word "I" shall mean each Mortgagor named above. The word "Secured Party" means the original Secured Party and anyone else who takes this Mortgage by transfer.

Mortgage. This is a Mortgage in the amount of \$20,000.00 to serve as collateral for, and to secure the performance of, Javier Roman of his obligations under a Surety Bond written by the Secured Party. The purpose of this Mortgage is to act as collateral to ensure obligation of Javier Roman under said Bond and to secure the appearance of Javier Roman at all proceedings before the United States Immigration and Naturalization Service.

Property Mortgaged. The property mortgaged to the Secured Party (called the "Property") is located in the City of Chicago, County of Cook, and State of Illinois. The Property includes: (a) the land; (b) all buildings and structures that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) or structure(s) (for example, furnaces, bathroom fixtures and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and building(s) and structure(s); and (e) all other rights that I have, or will have as owner of the Property. The legal description of the Property is:

Lot 3 in the Resubdivision of Lots 1, 2, 3 and 4 in Fry's Resubdivision of Lots 18, 19, 23, 24 and 25 in Block 2 of Pearson and Kiame's Addition to Irving Park, in the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. P.I.N. : 93-14-122-015

Rights Given to Secured Party. I mortgage the Property to the Secured Party. This means that I give the Secured Party those rights stated in this Mortgage and also those rights the law gives to secured parties who hold mortgages on real property. When I pay all amounts due to the Secured Party under the Note and this Mortgage, the Secured Party's rights under this Mortgage will end. The Secured Party will then cancel this Mortgage at my expense.

Promises. I make the following promises to the Secured Party:

1. **Collateral.** This Mortgage is given as collateral to secure the performance of Javier Roman of his obligations under International Fidelity Insurance Company Surety Bond issued to secure Javier Roman's appearance in connection with all proceedings before the United States Immigration and Naturalization Service. I am executing this Mortgage to act as collateral on behalf of International Fidelity Insurance Company.

2. **Ownership.** I warrant title to the Property. This means I own the Property and will defend my ownership against all claims.

COLLAR COUNTIES TITLE PLANT # TS 10893 Roman

27 5/4
24 1/2

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3. Taxes. I will pay all taxes, assessments and other government charges made against the Property. I will not claim any deduction from the taxable value of the Property because of this Mortgage. I will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

4. Insurance. I must maintain homeowner's insurance on the Property. The Secured Party may also require that I maintain flood insurance or other types of insurance. The insurance companies, policies, amounts and types of coverage must be acceptable to the Secured Party. I will notify the Secured Party in the event of any substantial loss or damage. The Secured Party may then settle the claim on my behalf if I fail to do so. All payments from the insurance company must be payable to the Secured Party under a "standard mortgage clause" in the insurance policy. The Secured Party may use any proceeds to repair and restore the Property or to reduce the amount due under the Note and this Mortgage. This will not delay the due date for any payment under the Note and this Mortgage.

5. Repairs. I will keep the Property in good repair, nether damaging nor abandoning it. I will allow the Secured Party to inspect the Property upon reasonable notice to me.

6. Statement of Amount Due. Upon request of the Secured Party, I will certify to the Secured Party in writing: (a) the amount due on the Note and this Mortgage; and (b) whether or not I have any defense to my obligations under the Note and this Mortgage.

7. Rent. I will not accept rent from any tenant for more than one month in advance.

8. Lawful Use. I will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

Eminent Domain. All or part of the Property may be taken by a government entity for public use. If this occurs, I agree that any compensation be given to the Secured Party. The Secured Party may use this to repair or restore the Property or to reduce the amount owned on the Note and this Mortgage. Any remaining balance will be paid to me. This will not delay the due date for any further payment under the Note and this Mortgage.

Payments Made for Mortgagor(s). If I do not pay the taxes or insurance or make repairs as agreed in this Mortgage, the Secured Party may do so for me. The cost of these repairs and payments will be added to the principal due at the same rate of interest and, upon demand, will be repaid to the Secured Party.

Default. The Secured Party may declare that I am in default on the Note and this Mortgage if:

- (a) There is a breach of International Fidelity Insurance Company Immigration Bond Number _____ declared by the United States Immigration and Naturalization Service.
- (b) the ownership of the Property is changed for any reason except for the death of one or more of the Mortgagors;
- (c) the holder of any lien on the Property starts foreclosure proceedings; or
- (d) bankruptcy, insolvency or receivership proceedings are started by or against any of the Mortgagors.

The Secured Party may declare a default for any of the above reasons, even if the Secured Party has not declared a default at an earlier time.

Payments Due Upon Default. If the Secured Party declares that I am in default, I must immediately pay the full amount of all penalties and costs imposed by the Immigration and Naturalization Services due to the breach, the Secured Party(ies) costs of collection and reasonable attorney's fees.

Secured Party's Rights Upon Default. If the Secured Party declares that the Note and this Mortgage are in default, the Secured Party will have all rights given my law or set forth in this Mortgage. This includes the right to:

- (a) take possession of and manage the Property;
- (b) have a court appoint a receiver to accept rent for the Property (I consent to this);

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- (c) start a court action, known as foreclosure, which will result in sale of the Property to pay my obligations under the Note and this Mortgage; and
- (d) sue me for any money that I owe the Secured Party which is not paid as a result of the sale of the Property.

Notices. All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the addresses given in this Mortgage. Address changes may be made upon notice to the other party.

Each Person Liable. This Mortgage is legally binding upon each Mortgagor and all who succeed to their responsibilities (such as heirs and executors). The Secured Party may enforce any of the provisions of the Note and this Mortgage against any one or more of the Mortgagors who sign this Mortgage.

COPY RECEIVED. I ACKNOWLEDGE RECEIPT OF A TRUE COPY OF THIS MORTGAGE.

Signatures. I agree to the terms of this Mortgage. If the Mortgagor is a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

Bertha Roman (Seal)
BERTHA M. ROMAN

John Vasquez

Miguel Roman (Seal)
MIGUEL ROMAN

Jose S Gutierrez (Seal)
JOSE GUTIERREZ

STATE OF ILLINOIS COUNTY OF COOK
I CERTIFY that on . 1996 .

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

PREPARED BY:

[Signature]

(Print signer's name below signature)

Edward G. D'Alessandro, Jr.
An Attorney at Law of New Jersey

John Vasquez "OFFICIAL SEAL"
(Print name and title below signature)
JOHN VASQUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/3/98

STATE OF _____ COUNTY OF _____
I CERTIFY that on . 19 .

personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the corporation;

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- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
. 19

(Print name of attesting witness below signature)

Prepared by:

(Print signer's name below signature)

NOTE MORTGAGE

BERTHA M. ROMAN, MIGUEL ROMAN and
JOSE GUTIERREZ.

Mortgagor(s).

TO

INTERNATIONAL FIDELITY INSURANCE
COMPANY.

Secured Party(s).

Dated: *Nov 26 . 1986*

RECORD AND RETURN TO: PREPARED BY:

EDWARD G. D'ALESSANDRO, JR., ESQ.
D'ALESSANDRO & JACOVINO
147 COLUMBIA TURNPIKE
P.O. BOX 340
FLORHAM PARK, NEW JERSEY 07932

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140001 TEAM 1232 12/19/96 14:18:00
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