

# UNOFFICIAL COPY

7586354 DIF  
1/11/96

## JUNIOR MORTGAGE

THIS JUNIOR MORTGAGE ("Mortgage") made this 10th day of January, 1996, by Francisco J. Contreras ("Mortgagor") to Nate Asher ("Mortgagee"), of 2261 South Course Drive, Pompano Beach, Florida 33069,

. DEPT-01 RECORDING \$31.00  
. T90012 TRAN 8665 01/11/96 12:38:00  
. #4889 CG \*-96-029602  
. COOK COUNTY RECORDER

96029602

RECORDER'S STAMP

311

WITNESSETH:

In consideration of the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) owing by Mortgagor to Mortgagee, the receipt of which sum is heroby acknowledged, the Mortgagor does mortgage and warrant unto Mortgagee, and the successors and assigns of Mortgagee, the real estate situated in the County of Cook, State of Illinois, and legally described as follows:

Parcel 1:

Lots 14 to 19, both inclusive, and 21 to 29, both inclusive; Lot 31; and the South 9 feet of Lot 30; all in Block 1 in Marjory W. Wilkin's Subdivision of Block 13 in Steele's Subdivision of the South East 1/4 and the East 1/2 of the Southwest 1/4 of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian; in Cook County, Illinois.

Parcel 2:

All that part of the North and South 16 foot vacated alley East and adjoining the East line of Lots 21 to 29, inclusive, and the South 9 feet of Lot 30, aforesaid, and lying North of the right of way of Atchinson, Topoka and Santa Fe Railroad Company; in Cook County, Illinois.

Address of Premises: 2840 South Kedzie,  
Chicago, Illinois 60623

Property Index Numbers: 16-26-423-014-0000  
16-26-423-044-0000  
16-26-423-046-0000  
16-26-423-047-0000  
16-26-423-048-0000  
16-26-423-049-0000

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BOX 333-CTT

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TOGETHER with all easements, rights-of-way, licenses, privileges, and appurtenances thereunto belonging, and all the rents, issues and profits therefrom; and also all the estate, right, title and interest of Mortgagor, either at law or in equity, of, in and to the premises herein described, and every part thereof;

TOGETHER with all right, title and interest, if any, of Mortgagor, in and to the land lying within any street or roadway adjoining the above described real estate of Mortgagor.

TOGETHER with all buildings, and improvements now or hereinafter erected thereon; and, also, all fixtures of every kind and nature whatsoever, now or hereafter affixed to the said premises, or any part thereof.

TO HAVE AND TO HOLD the above granted and mortgaged premises with the privileges and appurtenances thereunto belonging, with all rents, issues and profits therefrom, unto Mortgagee, and the successors and assigns of Mortgagee, for the uses and purposes herein expressed. Mortgagor covenants that at and until the execution and delivery of this mortgage, Mortgagor is well seized of the premises, in fee simple, and has good right and full power to grant, bargain, sell, convey, and mortgage the same in the manner and form written; and that the same are free from all liens and encumbrances whatsoever, excepting only the prior mortgage dated January 10<sup>th</sup>, 1996 in the amount of \$160,000.00 in favor of Cole Taylor ("Senior Lender"), and the lien of general taxes not yet due and payable and such other restrictions or encumbrances of record as are acceptable to Mortgagee; and that Mortgagor will defend the premises with the privileges and appurtenances thereunto belonging to Mortgagee, and the heirs, successors and assigns of Mortgagee, forever, against all lawful claims and demands whatsoever.

## THIS JUNIOR MORTGAGE IS GIVEN TO SECURE:

(a) Payment of the indebtedness evidenced by the certain promissory note dated as of January 10, 1993, in the principal amount of Thirty Thousand and No/100 Dollars (\$30,000.00) made and delivered by Mortgagor to Mortgagee (the "Note"); (b) Performance of each and every one of the covenants, conditions, or agreements contained in this Mortgage and the Note; and (c) Any extensions, renewals or modifications of the Note.

## MORTGAGOR HEREBY COVENANTS AND AGREES THAT:

Mortgagor will pay the principal and interest, of the indebtedness evidenced by the Note and any other indebtedness secured hereby, in accordance with the Note, at the times and in the manner therein provided.

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Mortgagor will pay all taxes, assessments, and other similar charges levied upon the premises before the same become delinquent. In default thereof, Mortgagee may, upon notice to Mortgagor, pay such taxes, assessments, and other similar charges, including any penalties or interest thereon (the receipt from the proper officer therefore shall be conclusive evidence of the due date, amount and validity of Mortgagor's obligation) and any amount so paid by Mortgagee shall become immediately due and payable by Mortgagor and payment thereof shall be secured by this Mortgage.

Mortgagor will maintain during the continuance of this mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring all improvements now existing or hereafter erected on the premises against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke. All policies of insurance required hereunder shall be in such form, with such companies, and to the replacement value of all improvements upon the premises, now or hereafter erected, the replacement value being in such amount as is acceptable to Mortgagee, and if requested by Mortgagee, and shall contain a mortgage clause acceptable to Mortgagee with loss payable first to any prior mortgagee, to the extent of loans made prior to the date hereof and second to Mortgagee. Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion and upon notice to Mortgagor, effect any insurance required hereunder.

In the event of any loss or damage, Mortgagor will give immediate notice thereof to Mortgagee. All proceeds of insurance, in the event of such loss or damage, shall be payable first to any prior mortgagee, but only to the extent of loans made prior to the date hereof and second to Mortgagee, and any affected insurance company is authorized and directed to make payment thereof directly to Mortgagee. Mortgagor shall settle, adjust, or compromise any claims for loss, damage, or destruction under any policy or policies of insurance. All such insurance proceeds shall be applied to and in reduction of any indebtedness secured hereby, whether or not then due and payable.

Mortgagor will maintain the premises in good condition and repair and will not commit or suffer any waste thereof, reasonable wear and tear excepted. Mortgagor will comply with, or cause to be complied with, all statutes, ordinances, regulations, or requirements of any governmental authority relating to the premises, and will promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty or as the result of any condemnation proceeding or exercise of the right of eminent domain, or by an alteration of the grade of any street affecting the premises as hereinafter referred. None of the buildings, structures, or improvements now or hereafter erected or located on the premises shall be removed, demolished, or substantially or structurally altered in any respect without the prior written consent of Mortgagee.

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If all or any part of the premises are damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby and subject to the rights of any prior mortgagee shall be paid to Mortgagee.

If Mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, by reason of this mortgage or to sustain the lien of this mortgage or its third priority, or to protect or enforce any of Mortgagee's rights hereunder, or to recover any indebtedness hereby secured, all such sums shall become immediately due and payable by Mortgagor.

Mortgagor will not assign, in whole or in part, the rents, income, or profits arising from the premises, or any lease thereof, without the prior written consent of Mortgagee, or in any other manner impair the security of this mortgage for the payment of the indebtedness secured hereby.

Mortgagor hereby waives, to the full extent it may lawfully do so, the benefit of all appraisal, valuation, exemption, homestead exemption, stay, redemption, and extension statutes, laws or equities now or hereafter in force and all rights of marshalling of assets in the event of any sale of the premises, or any part thereof or any interest therein, and any court having jurisdiction to foreclose the lien hereof may sell the premises in part or as an entirety.

Whenever used in this Mortgage, unless the context shall otherwise clearly require, the term "Mortgagor" shall include the heirs, successors and assigns of Mortgagor, and all persons claiming by, through or under Mortgagor; the term "Mortgagee" shall include the successors and assigns of Mortgagee; the term "Note" shall refer to the promissory note and any other note evidencing indebtedness hereby secured; the term "person" shall include, any individual, partnership, joint venture, corporation, trustee, or unincorporated association; the term "premises" shall include the real estate described herein, together with all buildings, structures, and improvements thereon, and all fixtures referred to herein, and any and all other right, property, or interests at any time subject to the lien of this mortgage; the singular shall include the plural, and the plural, the singular; the gender used shall include the other genders.

All of the terms, covenants, conditions, and agreements herein set forth shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. In the event that any provision of this Mortgage conflicts with applicable state or federal law, such conflict shall not affect any other provision of this mortgage which can be given effect without the conflicting provision, and to this end the provisions of this mortgage are declared to be severable, and

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the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this mortgage.

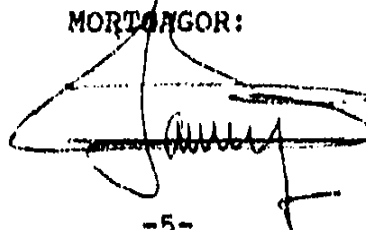
If default shall be made in any condition or covenant herein, or in the Note, then, subject to the rights of the Senior Lender, after five (5) days in the instance of a monetary default, and thirty (30) days in the instance of a non-monetary default, and without notice to said Borrower (notice being hereby waived), the Lender may, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Lender hereunder, declare, without further notice, all indebtedness immediately due with interest, whether or not such default be thereafter remedied by Borrower, and Lender may immediately proceed to foreclose this Mortgage and to exercise any right provided by this Mortgage or the Note or otherwise. Any failure to exercise this option to accelerate any liability of Borrower shall not constitute a waiver of the right to exercise the same at any other time. It is agreed that "default" shall embrace and include (a) any action in bankruptcy, receivership, or reorganization filed by or against Borrower or other party liable on the Note which is not dismissed within sixty (60) days after the filing of same, or (b) the occurrence of any judgment or proceeding entered or brought against Borrower by any person affecting the Premises or to foreclose any lien thereon, or (c) the occurrence of an Event of Default as defined in the Note.

Upon the commencement or during the pendency of any action to foreclose this mortgage, the court in which such action is brought may appoint a receiver for the premises, and may empower said receiver to collect the rents, issues and profits of the premises during the pendency of such foreclosure action, and until the confirmation of sale made under any judgement foreclosing this mortgage may order such rents, issues and profits, when so collected, to be held and applied, as the court shall from time to time direct.

If Mortgagor shall pay to Mortgagee the said sums of money described in the Note in the manner and at the times mentioned in the Note, and any and all other sums which may become payable by Mortgagor hereunder, and shall fully keep and perform the terms, covenants, conditions, and agreements hereof by Mortgagor to be kept and performed, then this Mortgage and the estate hereby granted shall cease and be void, and said Mortgage shall thereupon be released by the Mortgagee at the cost and expense of Mortgagor.

IN WITNESS WHEREOF, the said Mortgagor has duly executed and delivered this Mortgage the date and year first above written.

MORTGAGOR:



Francisco J. Contreras

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