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1998-08-05 09:29:13
Cook County Recorder



The Above Space for Recorder's Use Only

JUNIOR MORTGAGE

This Agreement, made July 27, 1998, between DAVID P CALIMAG, ROSARIO CALIMAG and DAVID P. CALIMAG, M.D., S.C., an Illinois Service Corporation, all of 9330 Neenah Avenue, Morton Grove, Illinois, and collectively referred to herein as "Mortgagors" and State Farm Mutual Automobile Insurance Company, 160 Industrial Drive, Elmhurst, Illinois 60126, herein referred to as "Mortgagee," Witnessed.

THAT WHEREAS David P. Calimag and David P. Calimag, M.D., S.C. are justly indebted to the Mortgagee upon a certain Settlement Agreement of even date herewith, in the principal sum of THREE HUNDRED FIVE THOUSAND DOLLARS (\$305,000.00), payable to the order of and delivered to the Mortgagee, in and by which Settlement Agreement David P. Calimag and David P. Calimag, M.D., S.C., promise to pay the said principal sum in installments as provided in said Settlement Agreement, with a final payment of the balance due on the 27th day of July, 2000, and all of said payments are made payable at such place as the Mortgagee may, from time to time, in writing appoint, and in the absence of such appointment, then at the address of the Mortgagee set forth above.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK IN STATE OF ILLINOIS, to wit:

UNIT NUMBER 1221 AS DELINEATED ON SURVEY OF CERTAIN LOTS IN THE PLAT OF LAKE FRONT PLAZA, A SUBDIVISION OF A PARCEL OF LAND LYING IN ACCRETIONS TO FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1962 AS

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DOCUMENT 17-10-400-012-1157 CONVEYED BY DEED FROM ILLINOIS CENTRAL RAILROAD COMPANY TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 17460, RECORDED MAY 7, 1962, AS DOCUMENT 18467558, AND ALSO SUPPLEMENTAL DEED THERETO RECORDED DECEMBER 23, 1964 AS DOCUMENT 19341545, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 9, 1962 AND KNOWN AS TRUST NUMBER 17460, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22453315, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM AFORESAID (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY) IN COOK COUNTY, ILLINOIS.

which, with the property herein after described, is referred to herein as the "premise."

Permanent Real Estate Index Number(s): 17-10-400-012-1157

Address(es) of Real Estate: 400 E. Randolph, #1221, Chicago, Illinois

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: David P. Calimag and Rosario Calimag

This mortgage consists of 5 pages. The covenants, conditions and provisions appearing on pages 4 and 5 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

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Witness the hands and seals of Mortgageors the day and year first above written.

[Signature] (SEAL) [Signature] (SEAL)

David P. Calimag Rosario Calimag

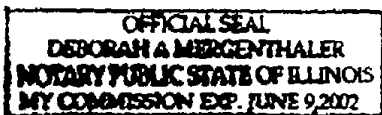
PLEASE
PRINT OR
TYPE NAME(S)
BELOW

____ (SEAL) [Signature] (SEAL)

David P. Calimag, President
David P. Calimag, M.D., S.C.

State of Illinois, County of Will ss

IMPRESS
SEAL
HERE



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David P. Calimag, individually, and as President of David P. Calimag, M.D., S.C., and Rosario Calimag, Individually, 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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 3rd day of August, 1992

Commission expires June 9 1992 Deborah A. Mergenthaler
NOTARY PUBLIC

This instrument was prepared by Stone, McGuire & Benjamin, 55 E. Monroe St., Suite 3230, Chicago, Illinois 60603.

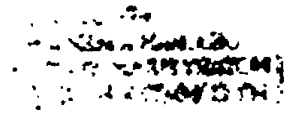
Mail this instrument to Elizabeth Williams, Esq., Katten Muchin & Zavis
(Name and Address)

525 W. Monroe, Ste. 1600 Chicago IL 60661
(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. 65

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 3.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice

4. At such time as the Mortgagors are not in default either under the terms of the Settlement Agreement secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal due under the Settlement Agreement (in addition to the required payments) as may be provided in said Settlement Agreement.

5. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby

6. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

7. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof

8. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof

9. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition

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of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

10. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority, First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Settlement Agreement, third, all principal remaining unpaid on the note, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

11. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

13. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

14. This Junior Mortgage is inferior to and subordinate to a certain mortgage dated July 29, 1988 and recorded on August 11, 1988 as document 93752822 in the Office of the Recorder of Deeds for Cook County, Illinois.

15. In the event that Mortgagee, pursuant to Article 2(e) of the Settlement Agreement of even date herewith, shall declare said Settlement Agreement null and void and reinstate the Litigation (as defined in the Settlement Agreement), then the mortgage granted herein by Mortgagor to Mortgagee shall immediately be null and void and shall for all purposes be deemed released. Mortgagee shall immediately furnish to Mortgagor an appropriate Release of Mortgage in recordable form.

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