

MORTGAGE (ILLINOIS)

For Use With Note Form No. 1447

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1999-09-28 10:08:22  
Cook County Recorder 35.00

THIS AGREEMENT, made September 23 1999, between  
JMS GROUP, INC



99914921

5844 W. Higgins Avenue

Chicago, IL 60630

(No. and Street) (City) (State)

herein referred to as "Mortgagors," and ANTHONY J. LaPELUSA,  
Trustee, of the ANTHONY J. LaPELUSA TRUST, dated  
6/19/95, and DIANA LaPELUSA, Trustee, of the DIANA  
LaPELUSA TRUST, DATED 6/19/95, Park Ridge, Illinois

(No. and Street) (City) (State)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of One Hundred Six Thousand Two Hundred Fifty and 00/100 DOLLARS (\$ 106,250.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 23rd

day of September 2006, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 6622 N. Milwaukee Avenue, Niles, IL

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest 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, and the Mortgagee's successors and assigns, 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:

This Mortgage includes the terms of the Rider attached hereto and made a part hereof.

THIS IS A PART PURCHASE MONEY MORTGAGE. --- Lot 169 in Zelosky's Colonial Gardens, a subdivision of the west fractional 1/2 of the south east fractional 1/4 of fractional Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 13-08-411-027

Address(es) of Real Estate: 5844 W. Higgins Avenue, Chicago, Illinois 60630

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, inador 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.

Above Space for Recorder's Use Only

J BMR

1907757 394  
CENTENNIAL TITLE INCORPORATED

BOX 343

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, 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.

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The name of a record owner is: JMS GROUP, INC. plus attached 4 page Rider and the 4 page

This mortgage consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

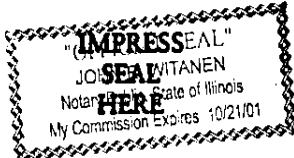
Witness the hand... and seal... of Mortgagors the day and year first above written.

JMS GROUP, INC. (SEAL) \_\_\_\_\_ (SEAL)  
By: Jerry Sapanos, President \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerry Sapanos, President of JMS GROUP, INC., an Illinois corporation



personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 23rd day of September 19 99

Commission expires OCT. 21 2001 NOTARY PUBLIC

This instrument was prepared by GOODMAN & WITANEN 1070 W. Higgins Rd. #365, Park Ridge IL 60068

Mail this instrument to Stephen P. Patt, 800 Waukegan Road, Suite 200  
(Name and Address)  
Glenview, IL 60025  
(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

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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. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

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

6. 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, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. 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 and with interest thereon at the highest rate now permitted by Illinois law. 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.

8. 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 thereon.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. 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 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, with interest thereon at the highest rate now permitted by Illinois law, 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.

11. 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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

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

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. 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.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

County Clerk's Office



**THIS RIDER IS ATTACHED TO THAT CERTAIN MORTGAGE DATED SEPTEMBER 23, 1999, ("MORTGAGE") BY AND BETWEEN JMS GROUP, INC., AN ILLINOIS CORPORATION, ("MORTGAGOR") AND ANTHONY J. LaPELUSA, TRUSTEE, OF THE ANTHONY J. LaPELUSA TRUST, DATED JUNE 19, 1995 AND DIANA LaPELUSA, TRUSTEE, OF THE DIANA LaPELUSA TRUST, DATED JUNE 19, 1995 ("MORTGAGEE")**

- R-1 RIDER CONTROLS.** This Rider Supplements and modifies the provisions of the Mortgage. In the event of any inconsistency between the provisions of the Mortgage and the provisions of this Rider, the provisions of this Rider shall, in all cases, prevail and all conflicting provisions in the Mortgage shall be deemed deleted. All items defined in the Mortgage and used in this Rider shall have the same definition as set forth in the Mortgage.
- R-2 TAX AND INSURANCE ESCROW.** In addition to the monthly payments required under the Note, Mortgagor shall pay the holder of the Note on the day the monthly installments of principal and interest are payable under the Note an amount equal to (i) one-twelfth (1/12) of the annual real estate taxes and other sums due and owing by Mortgagor pursuant to Paragraph 2 of the Mortgage, and (ii) one-twelfth (1/12) of the annual premiums for the insurance due and owing by Mortgagor pursuant to Paragraph 3 of the Mortgage (collectively the "Funds"), all as estimated by Mortgagee, from time to time. The Funds shall be deposited by Mortgagor into an escrow account satisfactory to Mortgagee. The cost of the escrow shall be paid equally by Mortgagor and Mortgagee. The Mortgagee may require Mortgagor to pay to Mortgagee additional Funds, in periodic installments or in a lump sum, for other taxes, charges, premiums, assessments, and impositions in connection with the Premises which the Mortgagee shall deem necessary to protect their interests.

The parties agree that Mortgagee shall apply the Funds to pay said taxes, assessments, insurance premiums, and other charges or impositions so long as Mortgagor is not in breach of the Note or this Mortgage. The Mortgagee shall not be required to pay Mortgagor any interest on the Funds. The Funds are pledged as additional security for the Note.

If at any time the amount of the Funds held in the above escrow should be less than the amount deemed necessary by Mortgagee to pay such taxes, assessments, insurance premiums, and other charges and impositions, as they fall due, Mortgagor shall deposit into escrow any amount necessary to make up the deficiency within ten (10) days after notice from Mortgagee.

Upon Mortgagor's breach of the Note or this Mortgage, Mortgagee may apply, in any amount and in any order as Mortgagee shall determine, any Funds held in the escrow at the time of the default (i) to pay the taxes, assessments, insurance premiums, and other charges and impositions which are now or will hereinafter become due or (ii) as a credit against the sums secured by this Mortgage. Upon payment in full of the Note and any other sums secured by this Mortgage, the remaining Funds shall be refunded to Mortgagor.

If Mortgagee deems it to be necessary, the parties shall execute a separate escrow agreement with the institution holding the Funds. Any such escrow agreement shall incorporate the terms of this Paragraph R-2.

- R-3 **Prohibition.** The Mortgagor shall not create or suffer or permit any mortgage, lien, charge, or encumbrance to attach to or be filed against the Premises, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, including mechanic's liens, materialmen's liens, or other claims for lien made by parties claiming to have provided labor or materials with respect to the Premises and excepting only the lien of real estate taxes and assessments not due or delinquent and any liens and encumbrances of Mortgagee.
- R-4 **Assignment of Rents, Leases, and Profits.** To further secure the indebtedness and performance of the obligations of the Mortgagor herein contained, Mortgagor hereby sells, assigns, and transfers unto Mortgagee all of the rents, leases, issues, and profits now due and which may hereafter become due under or by virtue of any leases which may have been heretofore or may be hereafter made or agreed to by Mortgagor or Mortgagor's agents or which may be made or agreed by Mortgagee under the powers herein granted, it being the intention hereby to establish and absolute transfer and assignment of all such leases, rents, and all avails thereunder, to Mortgagee. Mortgagor hereby irrevocably appoint Mortgagee its agent in its name and stead to rent, lease, or let all or any portion of the Premises to any party or parties at such rental and upon such terms as said Mortgagee shall determine, and to collect all of said avails, rents, issues, and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases, written or oral, or other tenancy existing, or which may hereafter exist on the Premises, with the same rights and powers and subject to all immunities, exoneration of liability and rights of recourse and indemnity. Mortgagor agrees not to assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises. Nothing herein contained shall be construed as constituting Mortgagee a mortgage in possession in the absence of the taking of actual possession of the Premises by Mortgagee. In the exercise of the powers herein granted, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor. Mortgagor further agrees to assign and transfer to Mortgagee

all future leases upon all or any part of the Premises as Mortgagee shall from time to time require. It is expressly understood and agreed, anything herein contained to the contrary notwithstanding that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist under this Mortgage. Upon the request from the Mortgagee, Mortgagor will furnish Mortgagee with executed copies of each of the leases, and with estoppel letters from each tenant under each of the leases, which estoppel letters shall be in a form satisfactory to Mortgagee and shall be delivered within ten (10) days after Mortgagee's written demand therefor. In the event Mortgagee requires that Mortgagor execute and record a separate collateral assignment of rents or separate assignments of any of the leases, the terms and provisions of those assignments shall control in the event of a conflict between the terms of this Mortgage and the terms thereof.

**R-5 Restrictions and Transfer.** Mortgagor shall not, without the prior written consent of Mortgagee, create, effect, contract for, consent to, suffer, or permit any "Prohibited Transfer" (as defined herein). Any conveyance, sale, assignment, transfer, lien pledge, mortgage, security interest, or other encumbrance or alienation (or any agreement to do any of the foregoing) of the Premises, or Mortgagor's business, or any part thereof or interest therein which occurs, is granted, accomplished, attempted, or effectuated without the prior written consent of Mortgagee shall constitute a "Prohibited Transfer." The foregoing shall constitute a Prohibited Transfer whether or not any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance, or alienation is effected directly, indirectly, voluntarily, or involuntarily by operation of law or otherwise. However, the foregoing provisions of this paragraph shall not apply: (i) to liens securing the indebtedness to Mortgagee, and (ii) to the lien of current taxes and assessments not in default. Any Prohibited Transfer which occurs shall be deemed to be a default under the Note secured by this Mortgage, and Mortgagee shall be entitled to proceed with enforcement of its rights under the Note and this Mortgage.

**R-6 Waiver of Right of Redemption and Other Rights.** To the full extent permitted by law, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption, or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take, or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any said or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment, or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law Mortgagor hereby waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage, on behalf of the Mortgagor, and each and every person acquiring any interest in or title to the Premises subsequent to the date of this

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Mortgage, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that Mortgagor will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay, or impede the exercise of any right, power, or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power, and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note.

R-7 **Time Is of the Essence.** Time is of the essence of the Note, this Mortgage, and any other document or instrument evidencing or securing the indebtedness hereby secured.

JMS GROUP, INC.

By: 

Jerry Sapanos, President