

Commercial Real Estate Mortgage and Assignment of Leases and Rents 3776470

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This mortgage is made on this date between the parties listed below. The Mortgagee, in consideration of the principal amount shown below and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages and warrants to the Lender, its successors and assigns, forever, the land and property described below, together with all privileges, easements, rents and profits, easements, hereditaments, appurtenances, equipment, and other

personal goods or whatsoever description which may now or hereafter be located, situated or affixed on and used in connection therewith (hereinafter called the Property).

50001453

Mortgage Date

FEBRUARY 29, 1999

NAME(S) FRANCO VAZQUEZ (A BACHELOR) AND JOSEFINA VAZQUEZ MARRIED TO ALFREDO VAZQUEZ ALFREDO J. V. VAZQUEZ		NAME(S) CIVIC FEDERAL SAVINGS BANK	
ADDRESS 2039 WEST 51ST STREET		ADDRESS 3522 WEST 26TH STREET	
CITY CHICAGO		CITY CHICAGO	
COUNTY COOK	STATE ILLINOIS	COUNTY COOK	STATE ILLINOIS

Lots Fourteen (14), Fifteen (15) and Sixteen (16) in the Subdivision of the East Half (1/2) of Lots One (1) and Four (4) in Lalahart's Subdivision of the South West Quarter (SW1/4) of Section Seven (7), Township Thirty Eight (38) North, Range Fourteen (14), East of the Third (3rd) Principal Meridian, in Cook County, Illinois. Commonly known as 2039 WEST 51ST STREET, CHICAGO, IL 60609.

PERM. TAX # 20-07-303-008 (Lot 16) & 20-07-303-009 (Lot 15) & 20-07-303-010 (Lot 14)

FIFTY FIVE THOUSAND AND NO/100-- Dollars \$ 55,000.00 | **5% OF P & I PAYMENT**

The Mortgagor Covenants and Agrees With the Lender as Follows:

1. This mortgage secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto and every other indebtedness of any and every kind now or hereafter owing from Mortgagor to Lender howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this mortgage, any promissory note or of any other mortgage, assignment of leases or rents, security agreement, loan agreement, or any other agreement of whatsoever nature, whether written or oral now existing or hereafter arising between the Mortgagor and the Lender (hereinafter all referred to as the indebtedness).

2. The Mortgagor promises to pay the indebtedness in accordance with the terms thereof and to perform all of the terms and conditions from which the indebtedness may arise. A charge for damages incurred equal to the default rate set forth above will be paid in addition to the rate of interest otherwise accruing upon any of the indebtedness secured hereby from the date of default to the terms of such indebtedness until such default is cured or redemption from sale under foreclosure of the Property occurs, whichever event shall first occur.

3. The Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition, and will from time to time, make all needed and proper repairs so that the value of the Property shall not in any way be impaired. Mortgagor certifies that the Property has not in the past been nor will in the future be affected in any manner to be extended or to create hazardous substances as defined in the Federal Comprehensive Environmental Response, Compensation and Liability Act. The Lender shall have the right and access to inspect the Property at all reasonable times and if the Property, or any part thereof, shall require inspection, repair, or maintenance which the Mortgagor has failed to provide, the Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the indebtedness and paid on the Lender's demand by the Mortgagor.

4. The Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, and governmental charges at any time levied or assessed against the Mortgagor or the Property, and the Mortgagor will not do or permit to be done any act of whatsoever nature which would impair the lien of this mortgage; provided, however, that the Mortgagor shall not be required to pay any tax, assessment, or governmental charge so long as the Mortgagor in good faith disputes the validity thereof and provides for payment in a manner satisfactory to Lender in the event the Mortgagor fails in the dispute.

5. The Mortgagor promises to keep the Property insured against such risks, in such form and with such carriers as may within the sole discretion of the Lender be acceptable, causing the Lender to be named as loss payee or alternatively if requested by Lender, Mortgagee, in such form and manner as prescribed by the Lender. The Mortgagor hereby directs each and every insurer of the Property to make payment of loss to the Lender with the proceeds to be applied, only at the Lender's option, to the repair and replacement of the damage or loss or to be applied to the indebtedness with the surplus, if any, to be paid by the Lender to the Mortgagor.

6. The Mortgagor hereby assigns to the Lender all judgments, decrees, and awards for injury, damage, or compensation of or to the Property and authorizes the Lender, at its sole option, to apply the proceeds thereof to the payment of the indebtedness in such manner as the Lender may elect.

7. The Mortgagor promises to obtain from the commission of any writs on the Property and to comply with all present and future statutes, regulations, and rules of any governmental authority governing the Property or in any way concerning the use and occupancy thereof.

8. The Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business, nor to transfer or sell or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of the Lender.

9. At any time, upon a request of the Lender, the Mortgagor will execute and deliver to the Lender.

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INDIVIDUAL

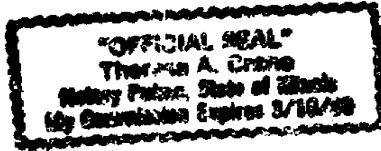
STATE OF ILLINOIS

SS:

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 28th day of February, 1989

by FERNANDO VAZQUEZ, A BACHELOR AND JOSEFINA VAZQUEZ AND ALFREDO VAZQUEZ, HER HUSBAND



Thomas A. Crane

Notary Public COOK County, ILLINOIS

My Commission expires: 3/18/90

PARTNERSHIP

STATE OF _____

SS:

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____

by _____, partner or behalf of _____

_____ a partnership.

Notary Public _____ County, _____

My Commission expires: _____

3776470

RECORDED
3776470

1989 FEB 28 PM 3:51 CORPORATION

CAROL MOSELEY
REGISTRAR OF TITLES

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____

by _____

who are the _____ and _____ of _____

_____ corporation, on behalf of the corporation.

Notary Public _____ County, _____

My Commission expires: _____

GLORIA PAVELA
CIVIC FEDERAL SAVINGS BANK
3522 WEST 26TH STREET
CHICAGO, IL 60623

Where recorded, return to:
Civic Federal Savings Bank
3522 WEST 26TH STREET
CHICAGO, IL 60623

411
3776470
COUNTY OF ILLINOIS
WEST 26TH ST
CHICAGO, ILLINOIS 60623
FOX 91
5190491

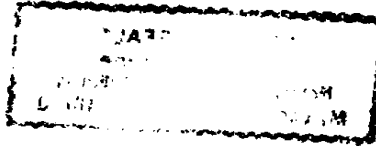
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(d) The Mortgagor agrees to pay the Lender, in addition to payment of the indebtedness, a pro-rata portion of the taxes, assessments, mortgage guarantee insurance premiums (so long as this mortgage is insured by a mortgage guarantee insurance policy), hazard insurance premiums next to become due, as estimated by the Lender so the Lender will have sufficient funds on hand to pay taxes, assessments and insurance premiums within thirty (30) days before the due date thereof, and to pay the Lender, immediately, any deficit thereon, the monies so held not to bear any interest and, upon default, to be applied by the Lender on account of the indebtedness.

(e) All rights and remedies granted to the Lender hereunder shall be cumulative and not exclusive of one or the other or of any other remedy provided for by law or agreement, and may be exercised either successively or concurrently; and that

(f) if any provision of this mortgage shall be prohibited by state law, such prohibitions shall apply only to that provision and all other provisions of the mortgage shall remain in full force and effect.

Additional Provisions



Property of Cook County Clerk's Office

DEFICIENCY: The Mortgagor and Lender agree that the following percentage of the debt may be deleted:

ALL
Overdue
Interest

Signed, Executed, and Delivered in the Presence of:

Fernando Vazquez
FERNANDO VAZQUEZ VAZQUEZ
EX.

Josefina Vazquez
JOSEFINA VAZQUEZ VAZQUEZ
J.V.

Alfredo Vazquez
ALFREDO VAZQUEZ VAZQUEZ
ALF.

VAZQUEZ

*ALFREDO VAZQUEZ IS SIGNING THIS MORTGAGE NOT AS MORTGAGOR, BUT SOLELY FOR THE PURPOSE OF WAIVING HOMESTEAD.

and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as the Lender may be required, in the Lender's sole discretion, to effectuate, complete, and to perfect as well as to continue to preserve the indebtedness, or the lien or security interest created by this mortgage. In the event the Mortgagor shall fail or refuse to execute and deliver any such document to the Lender, the Mortgagor hereby constitutes and appoints the Lender, or any of its officers or employees, as the Mortgagor's true and lawful attorney in fact to do so, and the expenses thereof shall be added to the indebtedness and paid by the Mortgagor upon demand by the Lender.

10. As additional security for the indebtedness and the performance of all of the Mortgagor's covenants hereunder, the Mortgagor:

(a) hereby grants to the Lender a security interest in any personal property or fixtures which may now or hereafter constitute any part of the Property, in all personal property in possession of the Lender but belonging to the Mortgagor, and in any balance of deposit account with the Lender which may be applied by the Lender upon the indebtedness in the event of default hereunder, and

(b) hereby (pursuant to any statute now or hereafter existing and applicable) assigns, transfers and sets over to the Lender all of the rents, profits, and income under any lease or leases of the Property, including any extensions, amendments, or renewals thereof, whether due or to become due, including all such leases in existence or coming into existence during the period this mortgage is in effect. This assignment of rents shall run with the land and be good and valid as against the Mortgagor or those claiming by, under, or through the Mortgagor, from the date of the recording of this mortgage. This assignment shall continue to be effective during the period of any foreclosure or other action to enforce this mortgage during any receivership created hereunder, and during the period of redemption, including the period of deficiency or the repayment of the indebtedness. The Mortgagor acknowledges that this assignment is given as collateral security only and shall not be construed as obligating the Lender to enforce any of the covenants or undertakings required to be performed by the Mortgagor contained in any such assigned leases. In the event of foreclosure or the taking of possession of the Property by the Lender upon the Mortgagor's default, the Lender may thereupon collect the rents and income therefrom, rent or lease the Property or any portion thereof upon such terms as the Lender may deem, in its sole discretion, advisable, and apply all proceeds derived therefrom to the preservation of the Property; the payment of taxes; the payment of interest or principal due on the indebtedness.

11. The following shall constitute default of this mortgage:

- (a) the failure to pay either the interest or principal upon the indebtedness when due;
- (b) the failure to perform or keep any of the covenants of this agreement or any agreement, oral or written, out of which the indebtedness arises or which governs any of the terms of the indebtedness;
- (c) the insolvency of the Mortgagor;
- (d) the filing by or against the Mortgagor of any insolvency, bankruptcy or receivership proceeding;
- (e) the institution of any assignment by the Mortgagor for the benefit of the Mortgagor's creditors;
- (f) the insolvency or death of any guarantor of this indebtedness;
- (g) the death of the Mortgagor, if a natural person, or of any partner if the Mortgagor is a partnership;
- (h) the dissolution, merger and consolidation or transfer of a substantial part of the ownership of the Mortgagor or any guarantor of the indebtedness if the Mortgagor or such guarantor is a corporation; or
- (i) the non-payment of any taxes or insurance, which shall constitute waste and entitle the Lender to the appointment of a receiver under applicable law; or

the sale or transfer by Mortgagor of any interest in the Property, whether by deed, land contract, contract of sale, or the like,

(k) the Lender deems itself unsecured for any reason whatsoever.

12. In the event of default, the Lender may, without demand or notice, pay any taxes, assessments, premiums or loans required to be paid by the Mortgagor, effect any insurance provided for hereon, make such repairs, cause the abstracts of title or title insurance policy, and tax histories of said premises to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering said premises, including surveys. The sums paid for any such purposes shall be added to the indebtedness and shall bear interest at the rate of interest otherwise accruing on the indebtedness secured hereby until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of the Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the indebtedness shall remain in the Lender's possession until the indebtedness is paid in full.

13. In the event of default, the Lender may, without notice, and at its option, declare the entire indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by applicable law, is authorized and empowered to sell or to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale duly deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorney's fees, rendering any surplus monies to the party or parties entitled to the excess. Any such sale or a sale made pursuant to a judgement or a decree for the foreclosure hereof may, at the option of the Lender, be made in whole. The commencement of proceedings to foreclose this mortgage in any manner authorized by law shall be deemed the exercise of the above option. In the event of default or the commission of waste, the Lender shall forthwith be entitled to the appointment of a receiver of the property and of the earnings, income, issue, and profits thereof, with such powers as the court making such appointments shall confer. The Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A MORTGAGE BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT THE LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF RENTS AND LEASES, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

14. The Mortgagor expressly acknowledges that it is the intent of both itself and the Lender to have a default of any of the provisions of this mortgage constitute a default of any other agreement or agreements made or hereafter made between them and the Lender, a breach of any such agreement shall constitute a breach and default of this mortgage. It is the expressed intent of the Mortgagor to cross collateralize all of its indebtedness and Obligations to the Lender howsoever arising and whenever incurred.

15. It is further agreed that:

- (a) no forbearance on the part of the Lender and no extension of the time payment of any of the indebtedness given by the Lender shall operate to release, discharge, modify, or change or affect the original liability of the Mortgagor herein or of its continued performance of the covenants herein contained or in the covenants and terms of any portion of the liabilities;
- (b) any reference to the Lender herein shall also include the Lender's successors and assigns;
- (c) the covenants and conditions hereof shall bind and the benefits and advantages hereof shall inure to the respective heirs, executors, administrators, assigns and successors of the parties hereto;

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