

# UNOFFICIAL COPY

## SCHEDULE "A"

UNIT NO. 2-B AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): LOT 2 IN THE RESUBDIVISION OF THE WEST 1/2 AND THE WEST 9 FEET OF THE EAST 1/2 OF SUB LOTS 2 AND 3 OF LOT 4 , TOGETHER WITH LOTS 19 AND 20 IN WEBER AND FISCHER'S SUBDIVISION OF LOT 3 AND THE NORTH 1/2 OF LOT 2, ALL IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO: LOTS 1, 3, AND 4 IN THE RESUBDIVISION OF THE WEST 1/2 AND THE WEST 9 FEET OF THE EAST 1/2 OF SUB LOTS 2 AND 3 OF LOT 4, TOGETHER WITH LOTS 19 AND 20 IN WEBER AND FISCHER'S SUBDIVISION OF LOT 3 AND THE NORTH 1/2 OF LOT 2, ALL IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO: LOTS 17 AND 18 IN WEBER AND FISCHER'S SUBDIVISION OF LOT 3 AND THE NORTH 1/2 OF LOT 2 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 17642, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT 24267613, AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES, COOK COUNTY, ILLINOIS, AS DOCUMENT 2991061; TOGETHER WITH AN UNDIVIDED .25954% INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS .

Cook County Clerk's Office

3943186

UNOFFICIAL COPY

ANTHONY F. MUNIZZI & LORI MUNIZZI, HIS WIFE AND MARIA GALLARDO, DIVORCED AND NOT REMARRIED (Name) ANN T. HARTLEY (Address) ONE WEST MONROE, CHICAGO, IL 60603

CHICAGO, IL 60610

AMALGAMATED TRUST & SAVINGS BANK - ONE WEST MONROE ST. CHICAGO, IL 60603

MORTGAGOR "I" includes each mortgagor above.

MORTGAGEE "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, ANTHONY F. MUNIZZI, ~~MARRIED TO~~ LORI MUNIZZI, ~~HIS WIFE~~ MARIA GALLARDO, divorced and not since remarried, mortgage and warrant to you to secure the payment of the secured debt described below, on JANUARY 28, 1991, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 21 W. GOETHE (Street) CHICAGO (City) Illinois 60610 (Zip Code)

LEGAL DESCRIPTION:

SEE SCHEDULE 'A'

P. I. N. 17-04-224-043-1002

located in COOK County, Illinois.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

- Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated January 28, 1991, with initial annual interest rate of 11% . All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on January 28, 1996 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of TWENTY THOUSAND AND 00/100 Dollars (\$ 20,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

- Commercial Construction

SIGNATURES:

ANTHONY F. MUNIZZI MARIA GALLARDO

LORI MUNIZZI

ACKNOWLEDGMENT: STATE OF ILLINOIS, Cook County as:

The foregoing instrument was acknowledged before me this 28th day of January, 1991 by ANTHONY F. MUNIZZI AND LORI MUNIZZI AND MARIA GALLARDO, DIVORCED AND NOT

SINCE REMARRIED HIS WIFE (Name of Corporation or Partnership)

Corporate or Partnership Acknowledgment

of a on behalf of the corporation or partnership.

My commission expires: 8-15-94

OFFICIAL SEAL CHRISTINE O'BRIEN Notary Public, State of Illinois

Christine O'Brien (Notary Public)

NOTE IDENTIFIED

FEB 07 1991 LEGAL DESCRIPTION AFFECTS PROPERTY OF CITY # 127022 AND OTHER PROPERTY 2-7-91

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1  
1270322  
IN DUPLICATE

3943186

CAROL MODEL BY BRASH  
REGISTRAR OF TITLES

1991 FEB -7 PM 3 16

3943186

3943186

Submitted by

Notified  
Address  
Date to  
Director of Landmark Title

GILTSOMENALES  
GREATER ILLINOIS  
TITLE COMPANY

BOX 116  
# 457849

COVENANTS

- 1. Payments:** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial payment of the secured debt is part in full.
- 2. Claims against Title:** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance:** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as your mortgage.
- 4. Property:** I will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expenses:** I agree to pay all your expenses, including those awarded by an appellate court. I will pay these amounts in this mortgage or in any obligation secured by this mortgage. Attorneys fees if I break any covenants in this mortgage or in any obligation secured by this mortgage or any other remedy, available to you, you may foreclose this mortgage in the manner provided by law.
- 6. Default and Acceleration:** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits:** I agree to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents and profits as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Waiver of Homestead:** I hereby waive all right of homestead exemption in the property.
- 9. Leaseholds, Condominiums, Planned Unit Developments:** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a lot in a condominium or a planned unit development, I will perform all of my duties under the covenants, by laws, or regulations of the condominium or planned unit development.
- 10. Authority of Mortgagee to Perform for Mortgagee:** If I fail to perform any of my duties under this mortgage, you may perform the duties of a mortgagee and not be held liable in any way. I agree to sign any name or pay any amount if necessary for performance. If any construction on the property is in progress, you may take any action necessary to protect your security interest in the property.
- 11. Inspection:** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. Condemnation:** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Waiver:** By exercising any remedy available to you, you do not give up your right to later consider, in the event a default or default occurs, any remedy if I default. You do not waive your right to later use any other remedy. By not exercising any remedy if I default, you do not waive your right to later consider, in the event a default or default occurs, any remedy if I default.
- 14. Joint and Several Liability, Co-signers, Successors and Assigns, Etc.:** All duties under this mortgage are joint and several. If I co-sign this mortgage, I agree to sign the underlying debt I do so only in mortgage or make any other change in the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other change in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
- 15. Notice:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or to any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage or to any other address which you have designated.
- 16. Transfer of the Property or a Beneficial Interest in the Mortgage:** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgage is not a legal person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release:** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

Property