## Know All Men by These Presents, that the

| SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION  |
|--|
| united States of America corporation existing under the laws of the State of Illinois, for and in consideration of One Dollar, and for   |
| other good and valuable considerations, the receipt whereof is hereby confessed, does hereby Remise, Convey,   |
| Release and Quit-Claim unto WILSON S. LAZAR and LILY LAZAR, his wife and WILLARD LAZAR   |
| A Bachelor   |
| en de la companya de   |
| of the County of Cook and State of Illinois, all the right, title, interest, claim or demand   |
| whatsoever it may have acquired in, through or by certain mortgage deed bearing date the 27th  |
| day of July , A. D. 1982 , and recorded in the Recorder's office of Cook . County,   |
| in the State of Illinois, in Book of Records, on page, as Document No. 26330314  |
| to the premise to rein described, situated in the County of Cook and State of Illinois, as follows,  |
| to-wit:  |
| Lot 98 and Lot 97 (except the North 12.20 feet thereof) in Krenn and Dato's Crawford Avenue and Oakton Street "L" subdivision of the East 12 of the North ast 14 of Section 27, Township 41 North, Range 17, Last of the Third Principal Meridian, in Cook County, Illinois. |
| PTI # 10-27-207-066-J0)0, 4020 Kirk, Skokie, IL60076   |
| MC   |
|  |
| PTI # 10-27-207-066-J070, 4020 Kirk, Skokie, 1L60076   |
|  |
| In Testimony Wherent, the said skorty sederal savings and Loan association   |
| hath hereunto caused its corporate seal to be  |
| affixed, and these presents to be signed by its Asst. Vice President, and  |
| attested by its Asst. Secretary-Tressurer, this 2nd  |
| day of October   |
|  |
|  |
| By Clarker President   |
| Attest: VIII Tick Secretary-Tressurer  |
| Attest: VV-000 070 Ji Becy diary - Treatment   |
| STATE OF ILLINOIS  |
| County of Cook   |
| n the State aforesaid, DO HEREBY CERTIFY that Stephen J. Murray personally known to me to be   |
| the Asst. Vice President of the SKOKIE FEDERAL SAVINGS AND LOAD ASSOCIATION  |
| and Valerie Ficek personally known to me to be the Asst. Secretary-Treasurer   |
| of said corporation whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Asst. Vicepresident and Asst.  |
| Secretary-Treasurer, they signed and delivered the said instrument of writing  |
| as Asst. Vice President and Asst. Secretary Transmiss of said corpora-   |
| tion and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and deed of said corporation for the uses and purposes therein set forth.            |
| suant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said cor-  |
| suant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.  |
| suant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.  GIVEN under my hand and notarial seal, this             |

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

Release of Mortgage BY CORPORATION

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DEFT-01 RECORDING \$11.00 т#2222 - твым 0108 10/11/85 15:08:00 #1361 # B #-85-232557

Prepared by Mastri under the supervision of David A. Bridewell, Attorney

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## UNOFFICIAL COPY,

- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums:

II. interest on the note secured hereby; and

III. amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgage's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor, It. however, such monthly payments shall not be sufficient to pay such items when the same shall become dec and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of subparagraph (1) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after difficult, the Mortgagee as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparigraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

As Additional Security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagoe all the rents, issues, and profit new due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagor is all be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bornales and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignce or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, relia, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or noreafter on said premises, and except when payment for all such premiums has theretofore been made, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mc. gagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of little to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and in erest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceed-

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To HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and 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 said Mortgagor does hereby expressly release and waive.

AND SAID MOPICAGOR covenants and agrees:

To keep said produce there of, or of the security intended to be effected by virtue of this instrument; not to suffer anything that may impair the value their of, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or insterial men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is i'lly paid, (1) a sum sufficient to pay all taxes and sasessments on said premises, or provided, until said note is i'lly paid, (1) a sum sufficient to pay all taxes and sasessment that may i'levied by suthority of the State of Illinois, or of the county, town, village, or eity in which the said land is situated by suthority of the State of Illinois, or of the county, town, village, or cient to keep all buildings that may it into the Mortgager on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee, in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mo tgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or asserancents, end premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, end insurance premiums, when due, and may make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgagee the Mortgagee for the alteration, in odernization, improvement, maintenance, or repair or sums advanced by the Mortgagee for the alteration, in odernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereundor. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplements note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (80) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note in at electric above.

It is expressly provided, however (all other provisions of this mortgage to the conversy notwithstanding), that the Mortgage shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereon (or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said predicts or any part thereof to satisfy the same.

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Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof noi less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is enrice.

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and or policies of fire and other mortgages, and of and assessments next due on the mortgaged property (all as estimated by the Mortgages is notified) less all aums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes and ground rents, premiums, taxes and ground

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