

UNOFFICIAL COPY
And Release of Mortgage

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2035-5

Century Federal Savings Bank F/K/A Century Savings and Loan Association
a corporation existing under the laws of the State of Illinois

for and in consideration of the payment of the indebtedness secured by the Mortgage hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, CONVEY, RELEASE and QUIT CLAIM unto

John J. Zovko and Karen A. Zovko, his wife

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 a certain Mortgage dated the

28th day of March, A.D. 19 68, and recorded in the Recorder's Office of

Cook County, in the State of Illinois, in book

of records, on page, as document No. 20 459 533, and a certain Assignment

of Rents dated the 28th day of March, 19 68, and recorded in the Recorder's

Office of Cook County, in the State of Illinois, in

book of records, on page, as document No. 20459534 & 20444827, to the premises therein described, as follows, to-wit:

Lot 5 in C. Berr's Subdivision of that part of the 3 acres South of and adjoining the North 3 acres East of Marshfield Avenue (Louisa Street) of Block 20 together with Lots 37 and 38 in Knickerbocker's Subdivision of the South 4.15 acres of Block 20 all in Canal Trustees Subdivision of the East half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 87-31-230-011-11 *AK*
3427 S. MARSHFIELD
Chicago, IL.

situated in the City of Chicago, County of Cook and State of Illinois, together with all the appurtenances and privileges thereunto belonging or appertaining.

IN TESTIMONY WHEREOF, the said corporation has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Secretary, this

8th day of August, A.D. 19 85.

ATTEST:

Judith Harvey
Judith Harvey Secretary
STATE OF Illinois

Theodor G. Caul
By Theodor G. Caul Vice President

COUNTY OF Cook, I, Diann Ebner, the undersigned, a Notary Public

in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Theodor G. Caul

personally known to me to be the Vice President of Century Federal Savings Bank

a corporation, and Judith Harvey personally known to me to be the Secretary of said corporation, and 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 severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation 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 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 8th day of August, A.D. 1985

THIS INSTRUMENT WAS PREPARED BY:
J. Krueger
6520 W. Archer Ave.
Chicago, Ill. 60638

Diann Ebner
Diann Ebner Notary Public

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.

UNOFFICIAL COPY

DEPT-01 RECORDING
T#444 TRAN 0212 10/11/85 15
#3280 # D * -85-2327

Property of Cook County Clerk's Office

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~~CENTURY BANK
6520 W. ARCHER
CHICAGO, ILL. 60638~~

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11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the year's taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of year's premium installments for hazard insurance, plus one-twelfth of year's premium installments for mortgage insurance, if any, plus one-twelfth of year's taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying to pay said taxes, assessments, insurance premiums and ground rents. Lender shall apply the Funds on the day of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying to pay said taxes, assessments, insurance premiums and ground rents. Lender shall apply the Funds on the day of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require. Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. **Prior Mortgages and Deed of Trust; Liens; Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.**

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forfeiture of Mortgage.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors in Interest.** This mortgage shall bind the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns.

12. **Assignment.** This mortgage shall be assignable by the Borrower to any assignee, and the assignee shall be bound by the terms of this mortgage.

13. **Waiver.** This mortgage shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns.

14. **Severability.** If any provision of this mortgage is held to be unenforceable, the remaining provisions shall survive and be enforceable.

15. **Entire Agreement.** This mortgage, together with the Note, constitute the entire agreement between the Borrower and Lender.

16. **Counterparts.** This mortgage may be executed in counterparts, each of which shall be deemed to be an original copy, and all of which together shall be deemed to constitute one and the same agreement.

17. **Amendment.** This mortgage may be amended or modified by a written instrument signed by the Borrower and Lender.

18. **Successors in Interest.** This mortgage shall bind the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns.

19. **Assignment.** This mortgage shall be assignable by the Borrower to any assignee, and the assignee shall be bound by the terms of this mortgage.

20. **Waiver.** This mortgage shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns.

21. **Severability.** If any provision of this mortgage is held to be unenforceable, the remaining provisions shall survive and be enforceable.

22. **Entire Agreement.** This mortgage, together with the Note, constitute the entire agreement between the Borrower and Lender.

23. **Counterparts.** This mortgage may be executed in counterparts, each of which shall be deemed to be an original copy, and all of which together shall be deemed to constitute one and the same agreement.

24. **Amendment.** This mortgage may be amended or modified by a written instrument signed by the Borrower and Lender.

25. **Successors in Interest.** This mortgage shall bind the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns.

26. **Assignment.** This mortgage shall be assignable by the Borrower to any assignee, and the assignee shall be bound by the terms of this mortgage.

27. **Waiver.** This mortgage shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns.

28. **Severability.** If any provision of this mortgage is held to be unenforceable, the remaining provisions shall survive and be enforceable.

29. **Entire Agreement.** This mortgage, together with the Note, constitute the entire agreement between the Borrower and Lender.

30. **Counterparts.** This mortgage may be executed in counterparts, each of which shall be deemed to be an original copy, and all of which together shall be deemed to constitute one and the same agreement.

31. **Amendment.** This mortgage may be amended or modified by a written instrument signed by the Borrower and Lender.

32. **Successors in Interest.** This mortgage shall bind the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns.

33. **Assignment.** This mortgage shall be assignable by the Borrower to any assignee, and the assignee shall be bound by the terms of this mortgage.

34. **Waiver.** This mortgage shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns.

35. **Severability.** If any provision of this mortgage is held to be unenforceable, the remaining provisions shall survive and be enforceable.

36. **Entire Agreement.** This mortgage, together with the Note, constitute the entire agreement between the Borrower and Lender.

37. **Counterparts.** This mortgage may be executed in counterparts, each of which shall be deemed to be an original copy, and all of which together shall be deemed to constitute one and the same agreement.

38. **Amendment.** This mortgage may be amended or modified by a written instrument signed by the Borrower and Lender.

39. **Successors in Interest.** This mortgage shall bind the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable against the Borrower and the Borrower's heirs, assigns, personal representatives, successors, and assigns.

40. **Assignment.** This mortgage shall be assignable by the Borrower to any assignee, and the assignee shall be bound by the terms of this mortgage.

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