

NOTICE: See the reverse side of this instrument for the complete text of this instrument. The following is a summary of the material contained in this instrument. The full text of this instrument is contained in the attached exhibit "A" located in the County of Cook State of Illinois, which has the address of 2055 N. Kenmore, Chicago, IL 60614 ("Property Address").

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1. Payment of Principal and Interest. Borrower shall promptly pay when due without set-off, recoupment, or deduction, the principal of and the interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, including the principal of and interest on any Future Advances Borrower and Lender covenant and agree as follows:

2. Application of Payments. All payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first in payment of interest due on the Note, then to the principal of the Note, including any amount considered as added thereto under the terms hereof.

3. Charges; Liens. Borrower shall promptly pay all obligations secured by a mortgage or trust deed affecting the Property, taxes, assessments, and other charges, liens and impositions attributable to the Property which may arise from time to time, including the principal of and interest on any Future Advances.

4. 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 and for such periods as Lender may require. Provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and all other Mortgages and Trust Deeds with respect to the Property.

5. Insurance Policies and Renewals. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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.

6. Restoration and Maintenance of Property. Lender shall have the right to require that the amount of such application of proceeds to principal shall not exceed or postpone the due date of the monthly installments referred to in paragraph 1 hereof and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition of the Property by Lender.

7. Protection of Lender's Security. If Borrower fails to perform the Covenants and agreements contained in this Mortgage, or any mortgage or trust deed affecting the Property, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, foreclosure, judgment, or arrangements involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

8. Preservation and Maintenance of Property. Lender shall have the right to require that the amount of such application of proceeds to principal shall not exceed or postpone the due date of the monthly installments referred to in paragraph 1 hereof and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition of the Property by Lender.

9. Preservation and Maintenance of Property. Lender shall have the right to require that the amount of such application of proceeds to principal shall not exceed or postpone the due date of the monthly installments referred to in paragraph 1 hereof and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition of the Property by Lender.

85 222 918



September 26, 1990

29,400.00

Lot 46 in Sub-Block 1 in Morgan's Subdivision of the East 1/2 of Block 10 of Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

TOGETHER with all the improvements now on or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and later accretions, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by the Mortgage; and all of the foregoing, together with said property (or the leasehold estate in this mortgage is on a leasehold) are herein referred to as the "Property".

14 THIS DEED IS BEING RE-RECORDED TO CORRECT THE SECTION IN THE LEGAL DESCRIPTION.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$29,400.00 (Dollars ("Maximum Amount", or so much of that sum as may be advanced pursuant to the obligation of Lender (whichever is lesser), and evidenced by Borrower's Note, providing for monthly payments of principal and/or interest and with the balance of the indebtedness, if not sooner paid, due and payable on September 26, 1990

THIS MORTGAGE is made this 27th day of September 1985 between the Mortgagor, Jerome B. Johnston and Karen Johnston, his wife

(herein "Borrower"), and the Mortgagee AVONDALE FEDERAL SAVINGS BANK, a federally chartered savings bank, whose address is 20 North Clark Street, Chicago, Illinois 60602 (herein "Lender").

THIS INSTRUMENT IS SUBORDINATE TO A MORTGAGE DATED DECEMBER 21, 1984 AND RECORDED AS DOCUMENT NO. 27382413 ON DECEMBER 26, 1984, SECURED BY A note for \$190,000.00.

Account # 5-38282-96 PIN # 14-32-224-002

EDWARD D. PALASZ, EXECUTIVE VICE PRESIDENT AVONDALE FEDERAL SAVINGS BANK 20 NORTH CLARK STREET CHICAGO, ILLINOIS 60602

AVONDALE PRIME LOAN MORTGAGE 85 251 483

THIS INSTRUMENT WAS PREPARED BY: Edward D. Palasz, Executive Vice President Avondale Federal Savings Bank 20 North Clark Street Chicago, Illinois 60602

AVONDALE PRIME LOAN MORTGAGE 85 251 483

THIS MORTGAGE IS MADE THIS 27th DAY OF SEPTEMBER 1985 BETWEEN THE MORTGAGOR, JEROME B. JOHNSTON AND KAREN JOHNSTON, HIS WIFE

(HEREIN "BORROWER"), AND THE MORTGAGEE AVONDALE FEDERAL SAVINGS BANK, A FEDERALLY CHARTERED SAVINGS BANK, WHOSE ADDRESS IS 20 NORTH CLARK STREET, CHICAGO, ILLINOIS 60602 (HEREIN "LENDER").

THIS INSTRUMENT IS SUBORDINATE TO A MORTGAGE DATED DECEMBER 21, 1984 AND RECORDED AS DOCUMENT NO. 27382413 ON DECEMBER 26, 1984, SECURED BY A note for \$190,000.00.

Account # 5-38282-96 PIN # 14-32-224-002

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Return this recorded document to: Avondale Federal Savings Bank, 20 North Clark Street, Chicago, Illinois 60602.

COOK COUNTY, ILLINOIS

Notary Public

My commission expires: 6-5-88

Given under my hand and official seal, this

27th

September

1985

signed and delivered the said instruments as their free and voluntary act, for the uses and purposes therein set forth. I, the undersigned, Jerome B. Johnston and Karen J. Johnston, his wife, personally known to me to be the same persons) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the y

COUNTY OF Cook

SS

Karen J. Johnston
Borrower
Jerome B. Johnston
Borrower

STATE OF Illinois

IN WITNESS WHEREOF, Borrower has executed this Mortgage. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

19. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

18. Future Advances. The Holder of the Note secured by this Mortgage is obligated to make advances of principal as requested from time-to-time for a period of five (5) years from the date of the Note, unless the amount requested when added to the then outstanding principal balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note or Mortgage, or there shall then exist a federal, state, or local statute, law, or ordinance, or a decision by any tribunal which in the reasonable opinion of any Holder of the Note adversely affects the priority or validity of the Note or this Mortgage, or the Borrower shall no longer own the Property, or the Borrower is involved in bankruptcy or insolvency proceedings. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the Maximum Amount.

17. Assignments of Rights; Appointment of Receiver. Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Provided, that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 16 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, by agent or by judicially appointed receiver, shall be entitled 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 Lender or the receiver shall be applied first to payment of attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

16. Acceleration; Remedies. Upon Borrower's default in the performance of any covenant or agreement of Borrower in this Mortgage, including the payment of any sums secured by this Mortgage, Lender may, at its option, and without notice to Borrower, declare due and payable all sums secured by this Mortgage and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect after default, all estimated and actual expenses incurred by reason of said default, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts, and title reports.

15. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage which does not relate to a transfer of rights or occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or tenant in common, (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is (1) a transfer to a relative resulting from the death of the transferor, (2) a transfer to a child, grandchild, or other descendant of the transferor, or (3) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or an incidental property settlement agreement by which the Borrower's spouse becomes an owner of the Property, or (f) a transfer to an inter vivos trust in which the Borrower is a trustee and remains the beneficiary and occupant of the Property, unless as a condition precedent to such transfer, the Borrower refuses to provide Lender with reasonable means acceptable to the Lender by which the Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy. Lender may, at Lender's option, and without notice to Borrower, declare all sums secured by this Mortgage to be immediately due and payable. Lender is hereby subrogated to the lien of any mortgage or other lien secured by this Mortgage, in whole or in part, by the proceeds of the loan hereby secured.

14. Governing Law; Jurisdiction. This Mortgage shall be governed by the laws of Illinois. 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 the Mortgage and the Note are declared to be severable. Time is of the essence of this agreement.

13. 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 mailing such notice 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, return receipt requested, 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.

12. Successors and Assigns Bound; Joint and Several Liability; Covenants. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or prejudice the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

9. Borrower Not Released. 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. Lender and Borrower otherwise agree in writing, here shall be applied to the sums secured by this Mortgage as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, or for conveyance in lieu of a mortgage, or for condemnation, the proceeds of any award or compensation, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, shall be paid to Lender.

8. Condemnation. The proceeds of any award or compensation, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, shall be paid to Lender. Inspection. Lender may make or cause to be made entries upon and inspections of the Property, providing that Lender shall give Borrower notice prior to any such inspection specifying the cause therefore related to Lender's interest in the Property.

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Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
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