### **RESIDENTIAL MORTGAGE**

86582293

Mortgagor, Jo	ohn P. Kalamaris and Marilyn Beth, his	wife	
		(herein "Borrower"); and the Mortga	see, the Commercia
		Chicago, Illinois, whose address is 4800 N. Western Avenue (	herein "Lender").
Whereas, I	Borrower is inde $lac{w}{d}$ . Lender in the principal sum of $\underline{Tw}$		
videnced by Borr	ower's note of even date Lerzwith (herein "Note"), providi	Dollars, w ng for monthly installments of principal and interest, with th	hich indebtedness in the balance of the in
lebtedness, if not	sooner paid, due and payable of December 1	, 1991	·
NOW, TH	EREFORE, to secure to Lender the repayment of the indet thereon, advanced to protect the recuity of this Mortgage.	otedness evidenced by the Note, with interest thereon, the p , and the performance of the covenants and agreements of B	ayment of all othe orrower herein con
ained, Borrower of Illinois:	does hereby mortgage, grant and convey to Lender the fol	lowing described property located in the County of <u>Coc</u>	<u>ok</u>
a : 12	subdivision of the South half of the Wes	's Budlong Woods Golf Club Addition be st half of the North East quarter of Sec of the Third Principal Meridian, in C	tion
RI	EIN: 13-12-222-057 8 9 411	G-CO	
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hich has the addre	ess of 5315 North California	Chicago (cny)	II.
60625	(herein "Property Address");		

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

### Borrower and Lender covenant and spree as follows FFICIAL COPY

- 1. Borrower's General Agreements. Borrower shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or be destroyed; (b) keep said Property in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Property superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Lender; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Property; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Property and the use thereof; (f) make no material alterations in said Property except as required by law or municipal ordinance, or improvement without the express written approval of lender; (g) not use or suffer or permit use of the Property for any purpose other than residential occupancy; (h) initiate or acquirece in no zoning reclassification without Lender's written consent; (l) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note.
- 2. Payment of Taxes and Assessments. Borrower shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges and other charges against the Property when due, and shall, upon written request, furnish to Lender duplicate receipts therefor. To prevent default hereunder Borrower shall pay in full under protest, in the manner provided by statute, any tax or assessment which Borrower may desire to contest. In the event, as owner of the Property, Borrower shall be entitled to the benefits of membership in any home owners' association, or similar organization affording recreational or other facilities for the use of Borrower and other property owners or occupants in the vicinity of the Property, or to the use, in common with others, of any such facilities located beyond the Property by any arrangement whereby the cost of such facilities is to be shared by the users thereof, Borrower agrees to become a member of such association (incorporated or unincorporated) and to perform all obligations of membership, including the payment of any and all dues, assessments, service fees or other obligations incurred, to maintain such membership. The term "assessments," as used in paragraph three hereof, shall be deemed to include all payments so required.
- 3. Tax Deposits. Subject to applicable law or to a written waiver by Lender, Borrower covenants and agrees to deposit with lender, on each principal and interest installment payment d'in until the indebtedness secured by this Mortgage is fully paid, a sum equal to one-twelfth of the last total annual taxes and assessments for the last ascillant one constructed, in which exclude the improvements or any part thereof now constructed, or to be constructed, in which event the amount of such deposits shall be based upon the Lender's reasonable estimate as to the amount of taxer and assessments to be levied and assessed). Borrower, concurrently with the disbursement of the loan, will also deposit with Lender an amount, based upon the 'acts and assessments so ascertainable or so estimated by the Lender, as the case may be, for taxes and assessments on an accrual basis, for the partial in a succeeding the year for which all taxes and assessments have been paid, to and including the date of the first deposit required by this partial in the land payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general and special) on said Property in the same shall become due and payable, the Borrower shall within ten (10) days after receipt of demand therefor, deposit such additional funds as may by need sary to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposite.
- 4. Insurance Deposits. Subject to applicable law or to a writer, waiver by Lender, Borrower covenants and agrees to deposit with Lender on each principal and interest installment payment date, until the indebteune's secured by this Mortgage is fully paid, an installment of the premium or premiums that will become due and payable to renew the insurance as required by paragraph, 6 hereof. Each of such installments shall be in an amount as determined by lender which, by the payment of approximately equal installments, will result in the accumulating in the hands of the Lender a sufficient amount to pay renewal premiums upon such policies of insurance at least one month prior to the empiration date or dates of the policy or policies to be renewed; such deposits to be held without any allowance of interest and to be used for renewal of such insurance policies. If the funds so deposited are insufficient to pay all premiums for such renewals, Borrower shall within ten (10) days after receipt of demano there is such additional funds as may be necessary to pay such premiums. If the funds so deposited exceed the amount required to pay such premiums, it eas est shall be applied on a subsequent deposit or deposits.
- 5. Lender's Interest in and Use of Deposits. In the event of a default in any of the provisions contained in this Mortgage or in the Note secured hereby, the Lender may at its option, without being required to do so, apply any moneys at the time on devosit pursuant to paragraph 3 or 4 hereof, on any of Borrower's obligations herein or in the Note contained in such order and manner at the Lender may, 1.71. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Borrower or to the then owner or owners of the mortgager (Property, Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of the Borrower; provided, however, that the Lender shall not be liable for any failure to confuse the payment of taxes and assessments any amount so deposited unless Borrower, while not in default hereunder, shall have requested said depository in writing to make application of such funds to the payment of the particular taxes or assessments for payment of which they were deposited.
- 6. Insurance. Borrower shall keep all buildings and improvements now or hereafter situated on said Prope (y in used against loss or damage by fire, hazards included within the term "extended coverage," and such other hazards as may reasonably be required by lender, including, without limitation on the generality of the foregoing, war damage insurance whenever in the opinion of Lender such protection is necessary. By crower shall also provide liability insurance with such limits for personal injury and death and property damage as Lender may require. All policies of insurar (a) to be furnished hereunder shall be in forms, companies and amounts satisfactory to Lender, with standard mortgage clauses attached to all policies in loving and in form satisfactory to Lender, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without fee (10) days' prior written notice to the Lender. Borrower shall deliver all original policies, including original additional and original renewal policies, to be necessary, in the case of insurance about to expire, shall deliver original renewal policies not less than ten (10) days prior to the respective dates of expiration.
- 7. Adjustment of Losses with Insurer and Application of Proceeds of Insurance. In case of loss, the Lender (or after entry of decree of for Sosure, the purchaser at the sale or the decree creditor, as the case may be) is hereby authorized either (a) to settle and adjust any claim under such insurance without consent of Borrower, or (b) to allow Borrower to agree with the insurance company or companies on the amount to be paid upon the 1/ss. In either case Lender is authorized to collect and receipt for any such insurance money. The insurance proceeds shall be applied to restoration or repair is economically feasible. The determination of economic feasibility shall be made by Lender. If such not a fait on or repair is not economically feasible, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower (ails to respond to Lender within lifteen (13) days after notice 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 we restoration or repair of the Property or to the sums secured by this Mortgage.
- 8. Prepayment Privilege. At such time as the Borrower is not in default either under the terms of the Note secured hereby or under the terms of this Mortgage, the Borrower shall have the privilege of making prepayments on the principal of said Note (in addition to the required payments) in accordance with the terms and conditions, if any, set forth in said Note.
- 9. Effect of Extensions of Time. If the payment of the indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said Property, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Lender, notwithstanding such extension, variation or release.
- 10. Lender's Performance of Defaulted Acts. In case of default herein, Lender may, but need not, make any payment or perform any act herein required of Borrower in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Lender to protect the Property and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon from the date of disbursement at the rate stated in the Note. Inaction of Lender shall never be considered as a waiver of any right accruing to it on account of any default on the part of Borrower.



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- 1). Advances to Protect Mortgage. Lender in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any will, statement or estimate procured from the appropriate public office or from any officer of any membership association without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) relating to payment of any insurance premiums, may do so according to any bill or statement furnished by Borrower, insurance agent, broker or insurer.
- Acceleration of Indebtedness in Case of Defaults. If (a) there shall be a default for fifteen (15) days in the due and punctual payment of the Note, of any installment due thereof, either of principal or interest or (b) a petition shall be filed by or against the Borrower in voluntary or involuntary bankruptcy or under Chapters XI, XII or XIII of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing; or (c) the Borrower shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Borrower or for all Borrower's property or the major part thereof in any proceeding, or any court shall have taken jurisdiction of the property of the Borrower or the major part thereof in any proceeding for the arrangement, liquidation or winding up of the affairs of the Borrower; or (d) the Borrower shall make an assignment for the benefit of creditors, or shall admit in writing inability to pay Borrower's debts generally as they become due; or (e) defaults shall be made in the due observance of performance of any of the covenants, agreements or conditions contained in this Mortgage and the same shall continue for fifteen (15) days, then the principal sum hereby secured shall, at once, at the option of the Lender, become immediately due and payable, together with accrued interest thereon, without notice to Borrower. The word "Borrower" as used in this paragraph shall apply in case of the occurrence of any of the conditions enumerated in clauses (b), (c) or (d) with respect to any one or more of the Borrowers, if there be more than one, and to any one or more of the owner or owners, from time to time, of the Property.
- 13. Foreclosure. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costswhich may ee estimated as to items to be expended after entry of the decree) for procuring title searches and examinations, title insurance policies. Torrens certificates and similar data and assurances with respect to title as Lender in y deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property.
- Expenses of Litigation. All expenditures and expenses of the nature mentioned in paragraph 13, and all expenses and fees as may be incurred in the protection of the Property and the prointenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Nite or said Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened sult or proceeding, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the rate stated in the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. All such expenses shall be secured by this Mortgage.
- 15. Assignment of Rents: Appointment of Receiver, I ender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior of acceleration under paragraph 12 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 12 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judical sale, Lender, in person, 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 part day. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, has not limited to, receiver's fees, premiums on receiver's bonds and reasonable 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. Leaseholds; Condominiums; Planned Unit Developments. If this Mortgage is on a leasehold, Borrower shall comply with the provisions of any lease. If this Mortgage is on a unit in a condominium or a planned unit development, or prower 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, the by-laws and regulations of the condominium or planned unit development, the see executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 17. Condemnation. Borrower hereby assigns, transfers and sets over unto Lender the entire rio seds of any award or any claim for damages for any of the mortgaged Property taken or damaged under the power of eminent domain or by condemnation. Such award or claim shall be paid to Lender. Lender may elect to apply the proceeds of the award in reduction of the indebtedness secured hereby, whether the property control of the control of the indebtedness secured hereby, whether the option of Lender, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

If the Property is abandoned by Borrower, or, if after notice by Lender to Borrower that the conden ... offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within fifteen (15) days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Any such application of the proceeds of an award or claim to principal shall not extend or postpone the due of the monthly installments of principal and interest due under the Note or change the amount of such installments or the payments required by paragraph 3 or hereof.

18. 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, (b) the creation of a purinase 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 (d) the grant of any leasehold interest of three years or less not containing an option to purchase; Lender may, at Lender's option, declare all the sums secured by this Mortgage of the immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 24 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed 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 paragraphs 12 and 13 hereof.

- 19. Lender's Right of Inspection. Lender shall have the right to inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.
- 20. 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.

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IN WITNESS WHEREOV, Borror er has executed this Mortgage.

of a business or other venture constituting a business purpose.

WX COMMISSION EXPIRES GIVEN under my hand and Notarial Seal this \_ 98 61 Dece up su before me tals day in person and acknowledged that <u>LNGY</u> signed, scaled and de ive of the said instrum. aigned, sealed and de ive ed the said instrument as OTB personally known to me to be the same person(s) whose name(s). subscribed to the foregoing instrument, appeared in the State eforessid, DO HEREBY CERTIFY, that John P. Kalamaris and Larilyn Beth Kalamaris, his wife A Notary Public in and for said County, the undersigned COUNTY OF COOK SIONITII 40 31V18

by the note is solely for business purposes; either for purchasing, operating or in the continuation The undersigned hereby represents and warrants that the loan being transacted and evidenced

26. Captions. The captions and the heading of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting in any way the scope of intent of the provisions hereof.

Binding on Successors and Assigns. This Mortgage and all provisions bereof shall extend to and be binding upon Borrower and all persons claiming under or through Borrower, and the word "Borrower" when used herein shall include all such persons the context may require. The thereof, whether or not such persons shall have executed the Note or this Mortgage, and shall include the singular or plural as the context may require. The thereoff, whether or not such persons shall include the successors and assigns of the Lender named herein, and the holders, from time to time, of the successors are successors and assigns of the Lender named herein, and the holders, from time to time, of the successors are successors and assigns of the Lender named herein, and the holders, from time to time, of the successors are successors and assigns of the lender assigns of the lender of the successors and series assigns of the lender of the successors and series assigns of the lender of the successors and series of the lender of the successors and series of the lender of the successors and series of the lender of the lender of the successors and series of the lender of the successors and series of the lender of the lender of the successors and series of the lender of

24. Motice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certifled mail addressed to the Borrower at the Property Address or to the Lender at the address shown herein, or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

23. Release upon Payment and Discharge of Borrower's Obligations. Lender shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebt-dness secured hereby and payment of a reasonable fee to Lender for the execution of such release.

Weiver of Statutory Rights. Borrower waives the benefit and agrees not to invoke any appraisement, valuation, stay, extension or exemption laws, or say so-calded "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the property and estates comprising the mortgage. Borrower waives any and all right to have the property and estates comprising the mortgaged Property matchalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged Property sold matchalled upon any foreclosure of the lien fertile and series and penefits under and by virtue of the homestead exemption laws of the State of Illinois.

2). Recessance 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 practical of any right to accelerate the maturity of the indebtedness secured by this Mortgage.

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OR: Recorders Office Box No.

**ALLO** 

STREET

THIS 2-4 FAMILY RIDER is made this 1st.	day of	December	19.85,
and is incorporated into and shall be deemed to amen			
"Security Instrument") of the same date given by Commercial National Bank of Chicago	the undersigned	(the "Borrower") to sec	cure Borrower's Note to
of the same date and covering the property described			,
5315 North California, Chicago, Illinois	60625		
***************************************	(Property Address)		***************************************

- 2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBGREANATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS IN URANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - D. "BORROWER'S R'GET TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing cases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "szowase" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's riginits. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument. Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents (see ved by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do o at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or eracky of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is raid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the rancilles permitted by the Security Instrument.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

X for more lecen	(Seal)
John P. Kalamaris	-Borrower
Many Both Kalamans	(Seal)
Marilyn Roth Kalamaris	-Borrower

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