

UNOFFICIAL COPY

87527356

This instrument was prepared by:
Cleb Stames
Columbia National Bank of
(Name) Chicago
5250 N. Harlem Ave.
Chicago (Address) Ill. 60656

87527356

MORTGAGE

MORTGAGE made September 17, 19 87, between Eugene J. Brutto and Laura Brutto, His wife and William Moracewski and Marianne Moracewski, His wife

(herein, whether one or more, called "Mortgagor") and COLUMBIA NATIONAL BANK OF CHICAGO, a national banking association, having its principal office at 5250 North Harlem Avenue, Chicago, Illinois 60656 (herein called "Mortgagee").

WHEREAS, Mortgagor, together with _____ has executed and delivered to Mortgagee a note of even date herewith (the "Note") in the amount of Eight Thousand Four Hundred Thirty Three Dollars and 60/100 DOLLARS (\$ 8,433.60), bearing interest at the rate specified in the Note, and payable as provided therein, with a final payment, or, if not payable in installments, then the only payment, due on October 6, 1994.

NOW, THEREFORE, to secure (a) the payment of all sums due or owing under the Note and all extensions and renewals thereof; (b) the payment of all other sums due or owing or required to be paid as herein provided; and (c) the performance of the covenants and agreements of Mortgagor herein and in the Note contained, Mortgagor hereby conveys and warrants to Mortgagee, its successors and assigns, the following described real estate located in the County of Cook, State of Illinois:

Lot 20 in Witwicki's Foster-Oketa Gardens Sub. a Sub. in the w 1/2 of the SE 1/4 of Section 12, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PREIN: 12-12-408-018 G-05/um
Property Address: 7401 W. Winona Harwood Heights, Ill.

28 SEP 87 11 48 AM '87

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which, together with the property hereinafter described, is called the "premises".

TOGETHER with all buildings, improvements, tenement, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, awnings, stoves, water heaters, built-in ovens, washers, dryers and disposal units. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, hereby releasing and waiving all rights of Mortgagor under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

Mortgagor covenants and agrees:

1. Mortgagor shall (a) keep the premises in good condition and repair, without waste; (b) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (c) complete within a reasonable time any building or buildings now or at any time in the process of erection upon the premises; (d) make no material alterations in the premises except as required by law or municipal ordinance; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) keep the premises free from liens of persons supplying labor or materials to the premises, and from all other liens, security interests, mortgages, charges or encumbrances, whether superior or subordinate to the lien hereof, except for the liens of this Mortgage, any prior mortgage of record in existence on the date hereof and current real estate taxes not yet due and payable; (g) pay promptly when due any indebtedness which may be secured by a lien, charge or encumbrance on the premises superior to or subordinate to the lien hereof, comply with all of the terms, covenants and conditions contained in any instrument evidencing or securing such indebtedness and upon request exhibit satisfactory evidence of the discharge of such prior or subordinate lien, charge or encumbrance to Mortgagee; and (h) suffer or permit no change in the general nature of the occupancy of the premises.

2. Mortgagor shall pay or cause to be paid before any penalty attaches all taxes, assessments, water charges, sewer service charges and other similar charges which are assessed or levied against the premises, and shall, upon request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by law, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now existing or hereafter erected on the premises insured against loss by fire, hazards included within the term "extended coverage", flood damage where Mortgagee is required by law to have its collateral so insured, and such other hazards as Mortgagee may require, in such amounts and in such companies as may be satisfactory to Mortgagee. All insurance policies and renewals thereof shall be in form acceptable to Mortgagee, shall include a standard mortgage clause in favor of and with loss payable to Mortgagee and shall be delivered to Mortgagee. Appropriate renewal policies shall be delivered to Mortgagee not less than ten days prior to the respective dates of expiration. In case of loss covered by any such policies, Mortgagor shall give prompt notice thereof to the insurer and Mortgagee, and Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Mortgagee, at its option, may apply all or any part of the insurance proceeds of any loss either to the reduction of the indebtedness secured hereby in such order or manner as Mortgagee may elect or to the restoration or repair of the premises. Any such application of proceeds to principal shall not extend or postpone the due date of the installments, if any, due under the Note or change the amount of such installments. If, as provided in this Mortgage, the premises are acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the premises prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

4. If the premises or any part thereof shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgagor, Mortgagee and those authorized to exercise such right, Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property so taken or for damages to any property not taken and all condemnation compensation so received shall be applied by Mortgagee as it may elect to the reduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness secured hereby shall be delivered to Mortgagor. Such application of condemnation compensation shall not extend or postpone the due dates of the installments, if any, due under the Note or change the amounts of such installments.

7/20/87

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UNOFFICIAL COPY



TO
COLUMBIA NATIONAL BANK
5250 N. HARLEM AVE.
CHICAGO, ILLINOIS 60656

MORTGAGE

LOAN NO. _____

Box _____

ADDRESS OF PROPERTY: _____

I, _____, a Notary Public in and for said County in the State aforesaid,
DO HEREBY CERTIFY THAT _____ of the partner _____ of _____ partnership, and personally known to me to be the same person whose name _____ subscribed to the foregoing instrument appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this _____ day of _____, 19____, My Commission Expires: _____

STATE OF ILLINOIS }
COUNTY OF _____ } SS
ACKNOWLEDGEMENT (Partnership)

I, _____, a Notary Public in and for said County in the State aforesaid,
DO HEREBY CERTIFY THAT _____ Secretary of _____ corporation, and _____ President of _____ 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 Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 of said corporation, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this _____ day of _____, 19____, My Commission Expires: _____

STATE OF ILLINOIS }
COUNTY OF _____ } SS
ACKNOWLEDGEMENT (Corporation)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ Vice President of _____ and _____ Secretary of said _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said _____ as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said _____, did affix the said instrument as his own free and voluntary act and as the free and voluntary act of said _____, as Trustee, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this _____ day of _____, 19____, My Commission Expires: _____

STATE OF ILLINOIS }
COUNTY OF _____ } SS
ACKNOWLEDGEMENT (Trustee)

87527356

Property of _____

UNOFFICIAL COPY

16. If the payment of the indebtedness secured hereby or any part thereof be extended or varied, or if any part of the security therefor or any guarantor thereof be released, all persons now or at any time hereafter liable therefor, or interested in the premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions of this Mortgage shall continue in full force and effect, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release.

17. Subject to applicable law or a written waiver by Mortgagee, Mortgagor shall pay to Mortgagee on the day installments are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to the annual real estate taxes, special assessments, property insurance premiums and mortgage insurance premiums, if any, payable with respect to the premises, all as estimated by Mortgagee, divided by the number of installments to be made on the Note in each year. Notwithstanding the foregoing, Mortgagor shall not be obligated to make such payments of funds to Lender to the extent that Mortgagor makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Mortgagor pays Funds to Mortgagee, the Funds shall be held by Mortgagee and may be commingled with such other funds or its funds. Unless applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds.

Upon presentation to Mortgagee by Mortgagor of bills therefor, Mortgagee shall apply the Funds to pay said taxes, assessments and insurance premiums. If the amount of the Funds held by Mortgagee shall not be sufficient to pay all of the taxes, assessments and insurance premiums when the same shall become due, then Mortgagor shall pay to Mortgagee on demand any amount necessary to make up the deficiency. Deposits for taxes and assessments required hereunder shall be made on the tax assessment year basis so that the amount accumulated during any calendar year is sufficient to pay the taxes and assessments for such calendar year, payable during the following calendar year, and if such deposits prove insufficient for that purpose, Mortgagor shall upon receipt of the bills covering such taxes and assessments forthwith deposit with Mortgagee the amount of the deficiency for the prior calendar year to which such bills relate. If the amount of Funds held by Mortgagee, together with the future installments of Funds payable prior to the due dates of taxes, assessments and insurance premiums, shall exceed the amount required to pay such taxes, assessments and insurance premiums as they become due, such excess shall be, at Mortgagee's option, either promptly repaid to Mortgagor or credited on subsequent payments to be made for such items.

The Funds are provided as additional security for the indebtedness secured hereby and, in the event of a default hereunder or under the Note, at the option of Mortgagee, Mortgagee may, without being required to do so, apply any Funds at the time on deposit to payment, in whole or in part, of any of Mortgagor's obligations herein or in the Note contained in such order and manner as Mortgagee may elect.

18. If Mortgagor is a corporation, Mortgagor hereby releases and waives, to the fullest extent permitted by applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage. If Mortgagor is a corporate trustee, Mortgagor hereby releases and waives to the fullest extent permitted by applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage and represents that it is duly authorized and empowered by the trust instruments and by all necessary persons to make such waiver and release.

19. All amounts advanced by Mortgagee in accordance herewith to protect the premises or the security of this Mortgage shall become additional indebtedness secured by this Mortgage and shall bear interest from the date of disbursement at the post-maturity rate specified in the Note or, if no post-maturity rate is specified in the Note, then at the rate of 18% per annum 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.

20. If, by the laws of the United States of America or of any state or municipality having jurisdiction over the premises, any tax is due or becomes due in respect of the issuance of the Note, Mortgagor shall pay such tax in the manner required by law.

21. Time is of the essence of this Mortgage and of the performance by Mortgagor of its obligations hereunder.

22. This Mortgage and all provisions thereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor; the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Note" when used herein shall be construed to mean "Notes" when more than one note is used. If more than one person shall have executed this Mortgage, then all such persons shall be jointly and severally liable hereon.

23. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Mortgage be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clause of this Mortgage.

24. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

25. This Mortgage has been delivered at Chicago, Illinois, and the rights and obligations of the parties hereunder, including matters of validity, performance, construction and enforcement shall be governed and construed in accordance with the laws of the State of Illinois.

26. If Mortgagor is a trustee, then this Mortgage is executed by Mortgagor, not personally but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Mortgagor as trustee as aforesaid, or on Mortgagor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Mortgage on the day and year first above written.

x Eugene J. Brutto
Eugene J. Brutto
x Laura Brutto
Laura Brutto

x William Moracewski
William Moracewski
x Marianne Moracewski
Marianne Moracewski

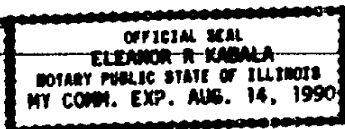
ACKNOWLEDGEMENT (Individual)

STATE OF ILLINOIS }
COUNTY OF Cook } SS.
I, Eleanor R. Kabala

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Eugene J. Brutto and Laura Brutto, his wife who are personally known to me to be the same person s whose name s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of their right of homestead.

GIVEN under my hand and Notarial Seal this 17th day of September, 19 87

My Commission Expires



Eleanor R. Kabala
Notary Public

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