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CENTURY ADJUSTABLE RATE MORTGAGE

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THIS MORTGAGE, SECURITY AGREEMENT, AND FINANCING STATEMENT ("Mortgage") is made this 30th day of November, 1987, by the Mortgagor(s), STEPHEN MOSKAL and MARCIA MOSKAL, his wife, 1716 South Jefferson, Chicago, Illinois 60616

(herein referred to as the "Borrower"), in favor of the Mortgagee, CENTURY FEDERAL SAVINGS BANK, a federally chartered savings bank, whose address is 6520 South Archer Avenue, Chicago, Illinois 60638 (hereinafter referred to as the "Lender").

WITNESSETH

Borrower is indebted to Lender in the principal sum of \$ 55,226.02, together with interest thereon, as specified in the Adjustable Rate Balloon Note ("Note"), of even date herewith, and incorporated by reference, and for monthly payments of principal and interest, and with the balance of the indebtedness, if not paid sooner, due and payable on the 1st day of January, 1991.

To secure to Lender the payment of the indebtedness evidenced by the Note, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, and convey to Lender the Property legally described in the attached Exhibit "A" located in the County of Cook, State of Illinois, which has the common street address of, or is commonly known as 3617-23 South Archer Avenue, Chicago, Illinois 60609 ("Property Address").

Together with all buildings and improvements now or hereafter upon which such premises or any part thereof; and

Together with all and singular the easements, tenements, hereditaments, appurtenances and other rights and privileges thereunto belonging or in any wise now or hereafter appertaining, and the rents, issues and profits thereof which are pledged primarily and on a parity with said real estate and not secondarily; and

Together with all heretofore or hereafter vacated alleys and streets abutting such premises or any part thereof, and all right, title and interest, if any, of Borrower, in and to the land lying within any street or roadway adjoining such premises or any part thereof, and in and to any strips and gores adjoining such premises or any part thereof; and

Together with all fixtures and equipment now or hereafter installed for use in the operation of the building or buildings now or hereafter on such premises, (except for tenants' fixtures) including but not limited to all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, incinerating, refrigerating, air cooling, lifting, fire extinguishing, cleaning, communicating and electrical systems, and the machinery, appliances, fixtures and equipment pertaining thereto, all awnings, stoves, refrigerators, dishwashers, disposals, carpeting and drapes, switchboards, engines, motors, tanks, pumps, screens, storm doors and windows, shades, floor coverings, ranges, dishwashers, washers, dryers, wallbeds, cabinets, partitions, conduits, ducts and compressors, and all elevators and escalators and the machinery, appliances, fixtures and equipment pertaining thereto, all of which fixtures, equipment and appliances shall be deemed to be part of the real estate; and

Borrower covenants that Borrower is lawfully seized of the estate conveyed and has the right to mortgage, grant, and convey the Property, that the Property is unencumbered, with the exception of those items, if any, listed in a schedule of exceptions to coverage in any title insurance

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RESOLUTION

Resolved, That the Board of Supervisors do hereby...

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policy insuring Lender's interest in the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any encumbrances, declarations, easements or 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 agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due without set-off, recoupment, or deduction, the principal of and 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 by this Mortgage.

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 amounts 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, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due. Borrower shall promptly furnish Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage with respect to any sum, including but not limited to, 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 in such amounts 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.

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 premiums on insurance policies shall be paid by Borrower when due.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible, or if the security of this Mortgage would be impaired, 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 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

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The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the same as the same appears from the records of the County of [County Name], State of [State Name], and that the same is a true and correct copy of the original of the same as the same appears from the records of the County of [County Name], State of [State Name].

Subscribed and sworn to before me this [Date] day of [Month], [Year].

Notary Public for the State of [State Name].

All persons named in the foregoing instrument, and the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the same as the same appears from the records of the County of [County Name], State of [State Name], and that the same is a true and correct copy of the original of the same as the same appears from the records of the County of [County Name], State of [State Name].

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and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph 1 hereof or change the amount of such installments. If under Paragraph 16 hereof the Property is acquired by Lender, all right, title 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 shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

Borrower agrees that in the event of Borrower's default in his covenant to provide insurance, that the Lender may obtain such insurance as to the Lender's interest herein, and that all premiums advanced in obtaining said insurance shall be considered as an advance of additional indebtedness.

5. 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.

6. 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, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt 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 attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph 6 with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be considered as additional principal due under the Note payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under 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. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder.

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

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other

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notwithstanding to the extent of the power of attorney in this regard.

It is the policy of the State to encourage the development of the State's resources and to provide for the welfare of the State's citizens. The State's resources are its land, its water, and its minerals. The State's citizens are its people, its workers, and its taxpayers. The State's policy is to develop these resources and to provide for the welfare of its citizens. This policy is embodied in the laws of the State and in the actions of the State's government.

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taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds 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, with the balance of the proceeds paid to Borrower; provided, an award for damages to the remainder shall be applied to the sums secured by this Mortgage.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, 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.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph 1 hereof or change the amount of such installments.

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.

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 preclude 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.

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.

12. Successors And Assigns Bound; Joint And Several Liability; Captions. 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.

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

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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.

14. Governing Law; Severability. 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.

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 of 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 by the entirety, (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 Borrower's death, (2) a transfer where the Borrower's spouse or child(ren) becomes an owner of the Property, or (3) a transfer resulting from a judgment or decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the Borrower's spouse becomes an owner of the Property, Lender may, at Lender's option, and without notice to Borrower, declare all sums secured by this Mortgage to be immediately due and payable.

16. Acceleration; Remedies. Upon Borrower's default in the performance of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due 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 from Borrower all estimated and actual expenses incurred by reason of said default, including, but not limited to, reasonable attorney's fees, court filing fees, publication costs, costs of documentary evidence, deposition attendance and transcript costs, abstracts, and title reports.

17. Foreclosure. Upon a foreclosure sale of the Property or any part thereof, the proceeds of such sale shall be applied in the following order:

(A) To the payment of all costs of the suit or foreclosure, including a reasonable attorney fee and the cost of title searches, abstracts and surveys;

(B) To the payment of all other expenses of Lender, including all monies expended by Lender and all other amounts payable to Lender hereunder with interest thereon;

(C) To the payment of principal and interest of the indebtedness secured hereby;

(D) To the payment of the surplus, if any, to Borrower or to whomsoever shall be entitled thereto.

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Upon any foreclosure sale of the Property, the same may be sold either as whole or in parcels, as Lender may elect, and if in parcels, the same may be divided as Lender may elect, and, at the election of Lender, may be offered first in parcels and then as a whole, that offer producing the highest price for the entire property to prevail, any law, statutory or otherwise, to the contrary notwithstanding and Borrower hereby waives the right to require any such sale to be made in parcels or the right to select such parcels.

18. Waiver Of Redemption. IF THE BORROWER IS A CORPORATION OR A CORPORATE TRUSTEE, THEN, IN THE EVENT OF THE COMMENCEMENT OF A JUDICIAL PROCEEDINGS TO FORECLOSE THIS MORTGAGE, BORROWER DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF BORROWER, AND EACH AND EVERY PERSON IT MAY LEGALLY BIND ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY AFTER THE DATE OF THE EXECUTION OF THIS MORTGAGE AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE APPLICABLE PROVISIONS OF THE STATUTES AND LAWS OF THE STATE OF ILLINOIS, AND FOR ALL THAT IT MAY LEGALLY BIND WHO ACQUIRE ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES SUBSEQUENT TO THE DATE HEREOF, AGREES THAT WHEN SALE IS HAD UNDER ANY DECREE OF FORECLOSURE OF THIS MORTGAGE, UPON CONFIRMATION OF SUCH SALE, THE SHERIFF OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED, OR OTHER OFFICER MAKING SUCH SALE, OR HIS SUCCESSOR IN OFFICE, SHALL BE AND IS AUTHORIZED IMMEDIATELY TO EXECUTE AND DELIVER TO THE PURCHASER AT SUCH SALE, A DEED CONVEYING THE PROPERTY, SHOWING THE AMOUNT PAID THEREFOR, OR IF PURCHASED BY THE PERSON IN WHOSE FAVOR THE ORDER OR DECREE IS ENTERED, THE AMOUNT OF HIS BID THEREFOR.

19. Waiver Of Homestead. THE BORROWER FURTHER HEREBY WAIVES AND RELEASES ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS AND ALL RIGHT TO RETAIN POSSESSION OF SAID MORTGAGED PROPERTY AFTER ANY DEFAULT IN OR BREACH OF ANY OF THE COVENANTS, AGREEMENTS OR PROVISIONS HEREIN CONTAINED.

20. Assignment of Rents. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; provided, only that Borrower shall, unless in default or unless there is an abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Borrower also agrees to execute a separate assignment of rents in conjunction with this loan transaction.

21. Mortgagee in Possession. Borrower does hereby nominate the Lender as mortgagee in possession and consents to its appointment as mortgagee in possession of the Property during the period of any foreclosure action, until the expiration of any redemption period following a judicial sale. All rents and avails of the Property collected by the Lender shall be applied first to the payment of the costs and management of the Property and collection of rents, including, but not limited to surety bonds, reasonable attorney's fees, and other costs of management, and then to the sums secured by this Mortgage. Should a judicial receiver be appointed, said receiver shall be entitled to upon proper court order to enter upon the premises, take possession thereof, and manage the Property in accordance with the directives of the court.

22. Security Agreement. The Borrower from time to time, within 15 days after a request by Lender, shall execute, acknowledge, and deliver to Lender such additional chattel mortgages, security agreements, financing statements, or other similar instruments in a form and substance satisfactory to the Lender, covering all property of any kind whatsoever described in the grant of security herein. This Mortgage shall be construed as a "security agreement" within the meaning of the Uniform Commercial Code as adopted by the State of Illinois. Borrower hereby grants to Lender a security interest in the fixtures and personal property, if any. Borrower agrees that if the Lender forecloses this Mortgage,

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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that the Lender may sell the fixtures and personal property, if any, in accordance with the rights afforded the Lender under the Uniform Commercial Code.

23. 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.

24. Corporate Trustee. If the Borrower executes this Mortgage as trustee of an Illinois land trust, this Mortgage is executed by the mortgagor not personally, but as trustee of said Illinois land trust, and in the exercise of the power and authority conferred upon and vested in it as such trustee, and does hereby warrant that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the corporate trustee as mortgagor personally to pay the Note or any interest, late charge, or premiums that may accrue thereon, or any indebtedness secured by this Mortgage, or to perform any covenants, either express or impliedly contained herein, all such liability, if any, being expressly waived by the Lender as against the corporate trustee, but not against any other person executing the Note or guaranteeing same, and that it is understood that as far as the trustee as mortgagor is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured thereby shall look solely to the Property and the collateral hereby mortgaged and conveyed and assigned and to any other security given at any time to secure payment thereof.

IN WITNESS HEREOF, Borrower has executed this Mortgage the day and date first written above.

Borrower:

As Trustee under Trust Agreement dated the _____ day of _____, 19____, and known as Trust No. _____, and not personally

By: _____

Its _____

WITNESSES:

Stephen Moskalko

Borrower, STEPHEN MOSKAL

Marcia Moskalko

Borrower, MARCIA MOSKAL

Borrower

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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Notary Public for Cook County, Illinois

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STATE OF ILLINOIS)
)
COUNTY OF Coole) SS.

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Stephen Morkel and Mary's Morkel, His Wife

personally known to me to be the same person(s) whose name(s) are subscribed to the aforesaid instrument, appeared before me this day in person and acknowledged that they signed and sealed and delivered said instrument as their free and voluntary act for the uses and purposes and the capacities therein set forth.

Given under my hand and seal this 30th day of November, 1987.

Mary's Morkel
Notary Public

My Commission Expires:
November 6, 1989

This Document Prepared By:
BRUCE E. LOGAN, ATTORNEY
77 W. MADISON ST. - 1211
CHICAGO, ILL. 60602
PH 312-467-1000

Mail This Instrument To:
Century Federal Savings
6520 W. Archer Ave.
Chicago, IL 60638

BOX 333 - GG

OR
Recorder Box No. _____

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Property of Cook County Clerk's Office

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BOX 333-CC

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EXHIBIT A

LOTS 1, 2, 3 AND 4 IN BLAKE SUBDIVISION OF LOT 1 IN BLOCK 5 IN JAMES H. REE'S ADDITION TO BRIGHTON, BEING A SUBDIVISION OF BLOCKS 3, 4, AND 5 IN REE'S SUBDIVISION OF THE NORTH WEST $\frac{1}{4}$ OF THE SOUTH WEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

lots
DTU# 17-31-312-001 - 1
17-31-312-002 - 2
17-31-312-003 - 3
17-31-312-004 - 4
EDD "1"

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EXHIBIT A

THIS IS TO CERTIFY THAT THE ABOVE DESCRIBED LAND IS THE PROPERTY OF THE STATE OF ILLINOIS, SUBJECT TO THE INTERESTS OF THE COOK COUNTY CLERK'S OFFICE AS SET FORTH IN THE ATTACHED INSTRUMENTS AND TO THE EXTENT OF THE SAID INSTRUMENTS. THIS CERTIFICATE IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 18-1.1 OF THE PROPERTY TAX CODE, CHAPTER 118 OF THE ILLINOIS COMPILATION STATUTES, AS AMENDED.

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