

Stock No. 11142

Prepared and intended for use by commercial banks in transactions governed by Wisconsin Law

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REAL ESTATE MORTGAGE

(May use for (1) business purpose loan, (2) loan to an organization, (3) loan exceeding \$25,000 or (4) loan of \$25,000 or less (Loan governed by the Wisconsin Consumer Act.)

James Byrd

Anchor Savings and Loan Association

In consideration of the sum of Twenty thousand dollars and no/cents

loaned or to be loaned to James Byrd

April 17, 1987

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property").

1. Description of Property (This Property is not the homestead of Mortgagor.)

SEE ATTACHED # 1904 PARCEL

APR 22 97 4 7 4 5 P M '87

- Check boxes for mortgage type and construction mortgage status.

2. This Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and

3. Escrow. Interest will not be paid on escrowed funds required under paragraph (a) on the reverse side.

4. Additional Provisions. Mortgagor shall observe and comply with the Additional Provisions on the reverse side, which are incorporated herein, and shall not permit an event of default to occur.

The undersigned acknowledges receipt of an exact copy of this Mortgage.

Signed and Sealed this 17th day of April 19 87.

SEE REVERSE SIDE FOR ADDITIONAL PROVISIONS

Witness not required section with signature lines for Mortgagor and Secretary.

Witness not required section with signature lines for witnesses.

AUTHENTICATION

ACKNOWLEDGMENT

Signatures of

STATE OF WISCONSIN

authenticated this day of 19

Personally came before me, this 17th day of April 19 87

Member State Bar of Wisconsin or authorized under Sec. 708.08, Wis. Stats.

James Byrd

This instrument was drafted by DKW

to me known to be the person who executed the foregoing instrument and acknowledged the same.

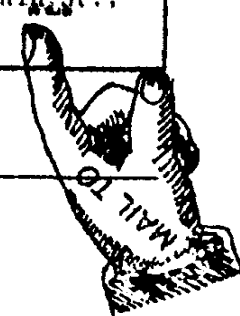
Vickie J. Wright

Notary Public Dane County, Wis.

My Commission Expires (to) 10-29-89

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RETURN TO Anchor Savings & Loan Assn., 25 W. Main St., Madison, WI 53703 ATTN: Vikky Wright

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## ADDITIONAL PROVISIONS

**6. Mortgage As Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of a promissory note(s) of Borrower to Lender identified on the reverse side, and any extensions, renewals or modifications of such promissory note(s), and (b) any additional sums which are in the future loaned by Lender to any Mortgagee, to any Mortgagee and another or to another guaranteed or endorsed by any Mortgagee and agreed in documents evidencing the transaction to be secured by this Mortgage, plus interest and charges, (all called the "Note"). This Mortgage does not secure credit the granting of which is subject to the Wisconsin Consumer Act. This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage, and to the extent not prohibited by law costs and expenses of collection or enforcement. If the Note is paid according to its terms, and all other payments are made and all other terms, conditions, covenants, and agreements contained in this Mortgage and the Note are performed then this Mortgage ceases and is void.

**6. Taxes.** To the extent not paid to Lender under 58(a), Mortgagee shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Note or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

**7. Insurance.** Mortgagee shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Note or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Mortgagee shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagee in or to any insurance then in force shall pass to the purchaser or grantee.

### 8. Mortgagee's Covenants. Mortgagee covenants:

- (a) **Escrow.** To pay Lender sufficient funds at such times as Lender designates, to pay (1) the estimated annual real estate taxes and assessments on the Property, (2) property insurance premiums when due, and (3) if payments owed under the Note are guaranteed by mortgage guaranty insurance, the premium is necessary to pay for such insurance which Lender may cancel at any time. Upon demand, Mortgagee shall pay Lender such additional sums as may be necessary to pay these items in full when due. Lender shall apply these amounts against the taxes, assessments and insurance premiums when due. Escrowed funds may be commingled with Lender's general funds;
- (b) **Condition and Repair.** To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not disclosed on the reverse side;
- (d) **Prior Mortgages.** To perform all of Mortgagee's obligations and duties under any mortgage or security agreement with a lien which has priority over this Mortgage and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagee, Lender may deal with any transferee as to his interest in the same manner as with Mortgagee, without in any way discharging the liability of Mortgagee hereunder or upon the Note hereby made;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagee may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), or all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender deems best to rebuilding of the Property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment);
- (i) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property. Lender and its authorized representatives may enter the Property at reasonable times to inspect it and, at Lender's option, repair or restore it; and
- (j) **Subrogation.** That the Lender is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.

**9. Authority of Lender to Perform for Mortgagee.** If Mortgagee fails to perform any of Mortgagee's duties set forth in this Mortgage, Lender may perform the duties or cause them to be performed, including without limitation signing Mortgagee's name or using any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any Note but not in excess of the maximum rate permitted by law from the date of expenditure by Lender to the date of payment by Mortgagee.

**10. Default; Acceleration; Remedies.** If, (a) there is a failure to make a payment under the Note when due and such default continues for a period of ten days, (b) Mortgagee fails timely to observe or perform any of Mortgagee's covenants contained in this Mortgage, (c) any representation or warranty made in this Mortgage or otherwise to induce Lender to extend credit to Mortgagee is false in any material respect when made or (d) Mortgagee or a surety for the Note dies, ceases to exist or becomes insolvent or the subject of bankruptcy or other insolvency proceedings, the Note is void, at the option of Lender and without notice, which is hereby waived, be payable immediately, and Lender may collect the same in a suit at law or by foreclosure of this Mortgage by action or advertisement or by the exercise of any other remedy available at law or equity.

**11. Waiver.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagee.

**12. Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

**13. Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Note, the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

**14. Foreclosure Without Deficiency Judgment.** If the Property is a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagee agrees to the provisions of sec. 846.101, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or a tax exempt charitable organization, Mortgagee agrees to the provisions of sec. 846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

**15. Expenses.** To the extent not prohibited by law, Mortgagee shall pay all reasonable costs and expenses, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Lender in foreclosing this Mortgage.

**16. Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

**17. Successors and Assigns.** The obligations of all Mortgagee are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagee(s) and their respective heirs, personal representatives, successors and assigns.

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ATTACHMENT # 1904

Unit 1904 in Park Tower Condominium as delineated on Plat of Survey of the following described parcel of real estate.

That part of the East fractional half of the Northeast 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the West boundary line of Lincoln Park, as established by decree entered July 6, 1908 in Case 285574 Circuit Court as shown on Plat recorded July 9, 1908 as Document Number 4229498 and South of a line that is drawn at right angles to the East line of Sheridan Road, through a point in said East line that is 1,090 feet South of the North line of said East fractional half of the Northeast 1/4 and North of the following described line: Beginning at a point in said East line of Sheridan Road, that is 1,406.50 feet South of the said North line of the East fractional half of the Northeast 1/4; thence East at right angles to the said East line 208.08 feet; thence North at right angles to the last course, 60 feet; thence East at right angles to the last course, 88.01 feet to the said West boundard of Lincoln Park (except the West 47 feet of said East fractional half of the Northeast 1/4 condemned a part of Sheridan Road) all of the above situated in Cook County, Illinois,

which Plat of Survey is attached as Exhibit B to Declaration of Condominium made by American National Bank and Trust Company, a national banking association, as Trustee under Trust Agreement dated August 17, 1971 and known as Trust No. 27802, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 24874698 together with its undivided percentage interest in the common elements.

14-08-203-015-1174

JB

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Property of Cook County Clerk's Office

11/15/2018

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KNOW ALL MEN BY THESE PRESENTS, that the undersigned, ALBANY BANK & TRUST CO. N. A., a national banking association, in CHICAGO, ILLINOIS, for good and valuable consideration, does hereby assign and transfer to the UNITED STATES OF AMERICA and its assigns, all of its right, title and interest in and to (1) a trust deed dated September 3, 1981 recorded in Cook County, Illinois as document number 26077321 on October 26, 1981 in the name of Martha Pittman in the sum of Ten Thousand Two Hundred and 00/100 (\$10,200.00) and covering the following described property:

**LEGAL DESCRIPTION:**

Lots 36 and 37 in Block 3 in Phoenix Park, addition to Harvey, a Subdivision of Lot 5 in Ravensloots, Subdivision of Lots 2 to 7 and part of Lot 15, in School Trustees Subdivision of Section 16, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

DOCUMENT NUMBER: 26077321

WITNESS our hand and seal this 21st day of April, 1987

BY:

*Leonard J. Dombek*  
Leonard J. Dombek, Assistant Vice President

ATTEST:

*George Johnson*  
George Johnson, Collection Officer

I, EDITH LOHRMANN, DO HEREBY CERTIFY, that Leonard J. Dombek and George Johnson, personally known to me to be the same persons whose names are respectively subscribed to the foregoing instrument as Assistant Vice President and Collection Officer, of ALBANY BANK & TRUST CO. N. A., a national banking association, in Chicago, Illinois, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the Corporate seal, and delivered the said instrument as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 21st day of April, 1987

*Edith Lohrmann*  
Notary Public My Commission Expires March 14, 1989

COUNTY OF COOK ))

STATE OF ILLINOIS ))

RETURN TO BOX 35

PROPERTY ADDRESS: 15127 S. Halsted, Harvey, 11 60426

PERMANENT TAX NUMBER: 29-16-100-~~41~~

-009-0000

CCO  
M

PREPARED BY:

JEANETTE SINGEN  
ALBANY BANK & TRUST CO. N. A.  
3400 WEST LAWRENCE AVENUE  
CHICAGO ILLINOIS 60626

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DEPT-01 RECORDING \$12.00  
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#3762 \*A \* -87-213634  
COOK COUNTY RECORDER

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*Return to Box 35*

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