

UNOFFICIAL COPY

88425049

2 OF 2/NITIC 20157-C-0888/HORNE

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on . September 12, 1988.....
19..... The mortgagor is . Adam G. Kano, an unmarried man.....
..... ("Borrower"). This Security Instrument is given to . Oak Trust and Savings.....
..... which is organized and existing
under the law of . Illinois....., and whose address is . 1000 N. Rush Street.....
Chicago, Illinois, 60611..... ("Lender").
Borrower owes Lender the principal sum of . One Hundred Eight Thousand and no/100.....
..... Dollars (U.S. \$. 108,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on . October 1, 2018..... This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in . Cook..... County, Illinois:

Lot 23 in Elizabeth Naslund's Addition to Chicago, a subdivision of Lots 1, 2,
and 3 in Block 2 of W.B.Ogden's Subdivision of the Southwest $\frac{1}{4}$ of Section 18,
Township 40 North, Range 13, East of the Third Principal Meridian, in Cook
County, Illinois.

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which has the address of . 2053 W Montrose.....
..... [Street]
Illinois 60640..... ("Property Address");
..... [Zip Code]

Chicago

[City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument and shall bear interest from the date of disbursal at the Note rate and Lender shall be payable, with interest, upon notice from Borrower requesting payment.

7. Protection of Lemders' Rights in the Security Instruments, or where there is a legal proceeding that may significantly affect Lemders' rights contained in this Security Instrument, or where there is a merger in writing.

6. **Possession and Maintenance of Property; Leases;** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments under paragraph 19 of the Promissory Note referred to in paragraphs 1 and 2 or any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this instrument immediately prior to the acquisition.

Borrower abandoning the Property, or does not answer within 30 days a notice from Lender requiring him to restore the Property to Lender, or fails to pay sums secured by this instrument, whether or not then due. The 30-day period will begin when the notice is given.

Under less Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of report of the sums received by this Security Instrument, whether or not there due, with any excess paid to Borrower. If restoration of report is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums received by this Security Instrument, whether or not there due, with any excess paid to Borrower. If restoration of report is not feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums received by this Security Instrument, whether or not there due, with any excess paid to Borrower. If restoration of report is not feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums received by this Security Instrument, whether or not there due, with any excess paid to Borrower. If restoration of report is not feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums received by this Security Instrument, whether or not there due, with any excess paid to Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.
Lender shall have the right to hold the policies and renewals if Lender requires, without giving prompt notice to the insurance company or agent holding the policies and renewals.

5. Hazardous materials. Insurer shall keep the property "as now existing" or otherwise erected on the property unless hazards included within the term "extreme, coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly discharge any liability which has accrued by the payment of the obligation over which this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation, or (b) consents in good faith to the payment of the obligation, or (c) consents in good faith to the payment of the obligation, or (d) consents in good faith to the payment of the obligation, or (e) consents in good faith to the payment of the obligation, or (f) consents in good faith to the payment of the obligation, or (g) consents in good faith to the payment of the obligation, or (h) consents in good faith to the payment of the obligation, or (i) consents in good faith to the payment of the obligation, or (j) consents in good faith to the payment of the obligation, or (k) consents in good faith to the payment of the obligation, or (l) consents in good faith to the payment of the obligation, or (m) consents in good faith to the payment of the obligation, or (n) consents in good faith to the payment of the obligation, or (o) consents in good faith to the payment of the obligation, or (p) consents in good faith to the payment of the obligation, or (q) consents in good faith to the payment of the obligation, or (r) consents in good faith to the payment of the obligation, or (s) consents in good faith to the payment of the obligation, or (t) consents in good faith to the payment of the obligation, or (u) consents in good faith to the payment of the obligation, or (v) consents in good faith to the payment of the obligation, or (w) consents in good faith to the payment of the obligation, or (x) consents in good faith to the payment of the obligation, or (y) consents in good faith to the payment of the obligation, or (z) consents in good faith to the payment of the obligation.

Property which may attain priority over this security instrument, and leasehold payments of ground rents, if any. Borrower shall pay all attorney's fees and costs of collection, including reasonable attorney's fees, if any, incurred by Lender to collect amounts payable on this promissory note or to collect amounts payable under this security agreement.

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 19 the Property is sold as required by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of sale to the sum secured by this Security Instrument.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the accrued interest, principal and fees due under this Note. Lender may not charge for holding the Funds, analyzing the account or verifying the accrual of interest, unless Lender pays Borrowsome interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may not charge for holding the Funds, analyzing the account or verifying the accrual of interest, unless Lender pays Borrowsome interest on the Funds and applicable law permits Lender to make such a charge. The Funds are pledged as additional security for the sums secured by the Security each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by the Security each debt to the Funds was made.

- 1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note until the Note is paid in full, a sum ("Funds") equal to (a) ready taxes and assessments which may affect the Note, (b) Security Instruments; (c) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hydro insurance premiums; and (d) yearly basis of current data and reasonable estimates of future escrow items.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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DAK TRUST AND SAVINGS BANK
CERTIFICATE NO. 436

JULY 1970

2

NAME		STREET	CITY	STATE	INSTRUCTIONS
OAK TRUST AND SAVINGS BANK 1000 N Rush Street CHICAGO ILLINOIS 60611 2053 W Montrose					THIS INSTRUMENT WAS PREPARED BY [Signature] (Address)
		OR			

The seal is rectangular with a decorative border. The outer ring contains the text "THE COMMONWEALTH OF MASSACHUSETTS" at the top and "1780" at the bottom. Inside the ring, there is a central shield featuring a Native American figure holding a bow in one hand and an arrow pointing downward in the other. A five-pointed star is located in the upper left corner of the shield. Above the shield, a crest depicts a bent arm holding a broadsword. A scroll or ribbon surrounds the bottom and sides of the shield, which typically bears the state motto "Ense petit placidam sub libertate quietem", though the text is mostly illegible here.

I, EILEEN C. MCCRACKEN, a Notary Public in and for said county and state, do hereby certify that Adair G. KERD, personally known to me to be the same person (i) whose name (s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein

STATE OF ILLINOIS Cook County ss:

Instrument was Prepared by:
Adam G Keno
1000 North Rush Street
Class T, O'Neill, Attorney-at-Law
Chicago, Illinois 60611
Borrower.....
.....(Scal)
Borrower.....
.....(Scal)

<p>20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption contained in the Note, by action or by judgment.</p> <p>21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.</p> <p>22. Waiver of Foreclosure. Borrower waives all right of homestead exemption in the Property.</p> <p>23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the conventions and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, unless otherwise provided in the rider(s) which applicable box(es)]</p>	<input type="checkbox"/> Other(s) [Specify] _____
<p><input type="checkbox"/> Addendum Rider <input type="checkbox"/> condominium Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Graduate Project Rider <input type="checkbox"/> 2-4 Family Rider</p>	<input type="checkbox"/> Graduate Project Rider <input type="checkbox"/> condominium Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> 2-4 Family Rider

1-4 FAMILY RIDER Assignment of Rents

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THIS 1-4 FAMILY RIDER is made this 12th day of September 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Oak Trust and Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

... 2053 W. Montrose, Chicago, Illinois
(Property Address)

1-4 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. SUBORDINATE 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 INSURANCE. 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 RIGHT 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 leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" 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 agents. 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 received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sum 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 so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid 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 remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

This Instrument was Prepared by:
William T. O'Neill, Attorney-at-Law
1000 North Rush Street
Chicago, Illinois 60611

..... Adam G Keno

.....(Seal).....

-Borrower

.....(Seal).....

-Borrower

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COOK COUNTY RECORDER

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