

UNOFFICIAL COPY

PREPARED BY:

NATALIE CAPPS  
104 WILMOT - SUITE 200  
DEERFIELD, ILLINOIS 60015

88528970

88-528970

AND WHEN RECORDED MAIL TO

CENTURION FINANCIAL  
GROUP, INC.  
104 WILMOT - SUITE 200  
DEERFIELD, ILLINOIS 60015

NAME  
ADDRESS  
CITY & STATE

DEPT-01 \$12.25  
T#3333 TRAN 7241 11/16/88 10:23:00  
#8409 # C \*88-528970  
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to  
BANC ONE MORTGAGE CORP.

all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated  
OCTOBER 27, 1988, executed by  
FRANCIS A. CITERA AND RENEE G. CITERA, HUSBAND AND WIFE

to CENTURION FINANCIAL GROUP, INC.  
a corporation organized under the laws of THE STATE OF ILLINOIS and who's principal  
place of business is 104 WILMOT SUITE 200, DEERFIELD, ILLINOIS 60015

and recorded in Book/Volume No. 88528959, page (s) 2, as Document  
No. 88528959 COOK County Records, State of Illinois described hereinafter as follows:  
LOT 40 IN SUBDIVISION OF BLOCK 4 OF THE SUBDIVISION OF BLOCK 5 IN  
SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 32 AND 33, TOWNSHIP 40  
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

14-32-411-010  
COMMONLY KNOWN AS 1833 NORTH SHEFFIELD  
CHICAGO, ILLINOIS 60614

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon  
with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

CENTURION FINANCIAL  
GROUP, INC.  
AN ILLINOIS CORPORATION

STATE OF ILLINOIS  
COUNTY OF LAKE

On Oct. 24, 1988 before me,  
the undersigned, a Notary Public in and for the said County  
and State, personally appeared Natalie Capps  
to me personally known, who, being duly sworn by me, did  
say that he/she is the Vice President  
of the corporation named herein which executed the within  
instrument, that the seal affixed to said instrument is the  
corporate seal of said corporation; that said instrument was  
signed and sealed on behalf of said corporation pursuant to  
it's by-laws or a resolution of it's Board of Directors and that  
he / she acknowledges said instrument to be the free act and  
deed of said corporation.

Notary Public Sally Minorini  
My Commission Expires 2-2-92 Lake County, IL

By: Natalie A Capps  
It's: Robert W. Ruppenthal

By: \_\_\_\_\_  
It's: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: " OFFICIAL SEAL "  
SALLY MINORINI  
NOTARY PUBLIC, STATE OF ILLINOIS  
COMMISSION EXPIRES 2/2/92  
[THIS AREA FOR OFFICIAL NOTARIAL SEAL]

REI ATTORNEY SERVICES # 5311

88528970

11/12/88

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070825-00

COOK COUNTY REGISTER  
1000 NORTH WASHINGTON  
CHICAGO, ILL. 60610  
TELEPHONE 312-467-2000

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

82252222

82252222

# UNOFFICIAL COPY

and sales, including expenses, fees and payments, made to prevent or remove the imposition of liens or claims against the premises and expenses of upkeep and repair made in order to place the same in a condition to be sold.

- 9. Every maker or other person liable on the Note shall remain primarily bound (jointly and severally, if more than one) until the Note is fully paid, notwithstanding any sale or transfer of the mortgaged property. This instrument shall inure to the benefit of and bind the respective heirs, successors and assigns of the parties. Whenever used, the singular number shall include the plural, and the plural the singular and the use of any gender shall be applicable to all genders. The word Mortgagor shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed the Note of this Mortgage.
- 9. No remedy or right of Mortgagee shall be exclusive, but shall be in addition to every other right or remedy, collected now or hereafter existing by law. Each and every right, power and remedy may be exercised or enforced concurrently. No delay in any exercise of any of the Mortgagee's rights shall preclude the subsequent exercise of that right and no waiver by Mortgagee of any default of Mortgagor shall operate as a waiver of subsequent defaults. Time is of the essence in this Mortgage. 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. This Mortgage shall be governed by the laws of the State of Illinois.
- 10. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.
- 11. If Mortgagor transfers, conveys, or assigns or attempts to transfer, convey or assign title to all or any portion of the beneficial interest of any trust which may hold title to the premises (including a collateral assignment thereof) whether by operation of law, voluntarily, or otherwise, or if Mortgagor contracts to do any such act, Mortgagee, at its option, may accelerate the maturity of the Note causing the full principal balance and accrued interest to be immediately due and payable without notice to Mortgagor. Any waiver by Mortgagee of the provisions of this paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of the paragraph in the future.
- 12. The terms of the Note of the same date as this Mortgage and all renewals, extensions and modifications are hereby incorporated by reference into this Mortgage. Mortgagor has executed this Mortgage the day and year first above written.

Mortgagor

FIRST NATIONAL BANK OF EVERGREEN PARK  
Mortgagee AS TRUSTEE UNDER TRUST #731  
AND NOT PERSONALLY.

ATTEST:

*Darlene Donahue*

BY:

*Robert J. Mayn*

Mortgagor

Assistant Trust Officer

Mortgagee

Assistant Trust Officer

SEE ATTACHED ORDER FOR EXECUTION BY TRUSTEE

STATE OF ILLINOIS

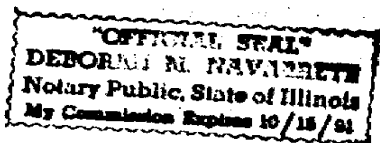
SS.

COUNTY OF COOK

The undersigned, a Notary Public in and for the County of Cook and the State of Illinois, does hereby certify

that Robert J. Mayn, Assistant Trust Officer & Darlene Donahue, Assistant Trust Officer is (are) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, and that they (he) (she) appeared before me this day in person and acknowledged that they (he) (she) signed, sealed and delivered the said instrument as their (his) (her) free voluntary act, for the uses and purposes stated in the Mortgage INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD.

Given under my hand and notarial seal this 14th day of November, 19 88.



*Deborah M. Navarrete*  
Notary Public

This Document prepared by:

(Please Return To)

Box 223

Address of Property:

G. William Schuster, Vice President  
First National Bank of Evergreen Park  
3101 West 95th Street  
Evergreen Park, IL 60642

9201 S. Homan, Evergreen Park, IL 60642

88033933

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## COVENANTS

1. Mortgagee covenants and agrees:

a. To pay, when due, all sums secured by the mortgage.

b. To keep the premises in good condition and repair and not commit or permit waste on the premises.

c. To keep the buildings now and hereafter on the mortgaged premises and all insurable parts of the real estate insured under a replacement cost form of insurance policy, against loss or damage by fire or other hazards as the mortgagee may from time to time require in forms, and companies, and in sums satisfactory to mortgagee. All insurance policies shall be held by and payable to mortgagee as its interest may appear. At least fifteen (15) days prior to the expiration of each policy, mortgagee shall deliver to mortgagee a policy replacing the one expiring.

d. Except to the extent money shall have been deposited and shall be available for payment of taxes under the provisions of the next paragraph or under a prior mortgage, to pay, not less than ten (10) days before the same shall become delinquent or a penalty attaches hereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, charged or imposed on the premises or any part thereof and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and, upon request by mortgagee, to exhibit to mortgagee satisfactory evidence of the payment and discharge of such lien or claim. Upon request from mortgagee, mortgagee will pay to mortgagee, on each date on which payment is due under the Note, such amount as mortgagee may from time to time estimate will be required to pay (before the same shall become past due) all taxes, assessments and other governmental liens or charges against the property hereby mortgaged. Mortgagee shall procure and deliver to mortgagee, in advance, statements for such charges. In the event of any default under the terms of this mortgage, any part or all of the amounts paid by mortgagee may be applied to the indebtedness secured by this mortgage and in refunding any part of such amount, mortgagee may deal with whomsoever is represented to be the owner of the premises at that time.

e. To comply promptly with all ordinances, regulations, laws, conditions and restrictions which affect the mortgage property, or its use, and not to permit the premises to be used for any unlawful purposes).

f. To execute and deliver, upon demand of mortgagee any and all instruments mortgagee may deem appropriate to perfect, evidence, protect or facilitate the enforcement of the lien of this mortgage.

2. Mortgagee hereby assigns and transfers to mortgagee all rents and profits due or to become due and all deposits of money as advanced rent, or for security, under all present and future leases or agreements for use or occupancy of the mortgaged premises, including those made by mortgagee under powers herein granted, hereby absolutely transferring and assigning all such lease, and agreements and all avails of those lease and agreements to mortgagee.

3. Mortgagee assigns and transfers to mortgagee, up to the amount of the indebtedness secured hereby, all awards or damages in connection with any taking of or injury to the premises under power of eminent domain or acquisition for public use or quasi-public use; and the proceeds of all awards after the proceeds of all expenses, including mortgagee's attorney's fees, shall be paid to mortgagee. Mortgagee is hereby authorized, on behalf and in the name of mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

4. All monies received by mortgagee (a) under any policy of insurance, (b) from awards or damages in connection with any taking of or injury to the mortgaged property for public use, or (c) from rents and income, may at mortgagee's option without notice, be used (i) towards the payment of the indebtedness secured by this mortgage or any portion of the indebtedness whether or not yet due and payable; (ii) towards reimbursement of all costs, attorney's fees and expenses of mortgagee in collecting the proceeds of the insurance policies or the awards. Any monies received by mortgagee not used will be paid over to mortgagee.

5. In the event of a default by mortgagee in the performance of any agreement of mortgagee under this mortgage or under any other instrument given as security in connection with this transaction, or in any payment provided for in this mortgage or in the Note, or if (a) there is a default in any prior mortgage affecting the premises for a period of thirty (30) days, (b) there is an advance to mortgagee under the terms of any prior mortgage without the written consent of mortgagee, (c) mortgagee shall become bankrupt or insolvent, or file a petition in bankruptcy or a voluntary petition to reorganize or to effect a plan or other arrangement with creditors or to make an assignment for the benefit of creditors or have a receiver appointed, (d) the mortgaged premises or any part thereof is attached, levied upon or seized, (e) any of the representations, warranties or statements of mortgagee are incorrect or (f) mortgagee abandons the mortgaged property, or sells or attempts to sell all or any part of any interest in the premises, then and in any of such events, at mortgagee's option, the whole amount secured shall become immediately due and payable without notice or demand and this mortgage shall be foreclosed accordingly. If mortgagee should abandon the mortgaged property, mortgagee may take immediate possession of the property with or without foreclosure.

6. If any of mortgagee's covenants or agreements contained in this mortgage are not performed, mortgagee may, but need not, make any payment or perform any act required of mortgagee, in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and pursue, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, title or claim or redeem from any tax sale or forfeiture affecting the premises or contest any tax assessment. All monies paid for any of the purposes authorized and all expenses paid or incurred in connection with those purposes, including reasonable attorney's fees, and any other monies advanced by mortgagee to protect the premises or the lien of this mortgage shall be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest due on those payments as provided in the Note secured hereby.

7. In the event of foreclosure of this mortgage, mortgagee shall pay all costs and attorney's fees which may be incurred by mortgagee or in connection with any proceeding to which mortgagee is a party by reason of this mortgage. Mortgagee will pay mortgagee, in addition to other costs, a reasonable fee for title evidence prior to and after the filing of foreclosure and the preparation of such documents, together with all other and further expenses of foreclosure at mortgagee's expense.

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RIDER ATTACHED TO MORTGAGE TO First National Bank of Evergreen Park

DATED November 7, 1988

This Mortgage is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability of personal responsibility is assumed by, nor shall at any time be asserted or enforced against the First National Bank of Evergreen Park, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

FIRST NATIONAL BANK OF EVERGREEN PARK  
not individually, but as Trustee Under  
Trust No. 731

BY: Robert G. Shays  
~~Senior Vice President and Trust Officer~~  
Assistant Trust Officer

ATTEST:

Paulene Donahue  
~~Land~~  
Assistant Trust Officer

88533933