

ALL AMERICAN BANK OF CHICAGO
3611 N. KEDZIE
CHICAGO, ILLINOIS 60618

88194965

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 18, 1988. The mortgagor is Duane M. Taggart and Louise Walker Taggart, his wife. All American Bank of Chicago ("Borrower"). This Security Instrument is given to All American Bank of Chicago, which is organized and existing under the laws of Illinois, and whose address is 3611 N. Kedzie Chicago, Illinois ("Lender"). Borrower owes Lender the principal sum of One Hundred Ninety Five Thousand and No/100 Dollars (U.S. \$195,000.00). 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 May 1, 1991. 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 hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

SUB-LOTS 6 AND 7 IN THE RESUBDIVISION OF LOTS 12 TO 16 INCLUSIVE AND LOTS 50 TO 54 INCLUSIVE IN OGDEN'S SUBDIVISION OF LOTS 138, 139 AND RESUBDIVISION OF LOTS 1 THROUGH 8 INCLUSIVE, AND LOTS 142 TO 142 INCLUSIVE IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT TAX I.D. #17-04-201-040-0000 AND #17-04-201-039-0000

THIS DOCUMENT PREPARED BY: PATRICIA A. STEFFENSEN
ALL AMERICAN BANK OF CHICAGO
3611 N. KEDZIE
CHICAGO, ILLINOIS 60618

which has the address of 1402 N. NORTH PARK CHICAGO Illinois 60610 ("Property Address");
[Street] [City] [Zip Code]

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 seized 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.

Murphy
07/25/88
6/16/89

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1988 MAY -3 PM 2 27

HARRY (EUS) YGURELL
REGISTRAR OF TITLES

3706233

3706233

ALL AMERICAN BANK OF CHICAGO
P. STEFFENSEN
3611 N. KEDZIE
CHICAGO, IL 60618

"OFFICIAL SEAL"
Patricia A. Steffensen
Notary Public, State of Illinois
My Commission Expires 2-26-91

(Space Below This Line Reserved For Lender and Recorder)

59656188
1380264
IN DUPLICATE

State of Illinois, Cook County ss:
I, Patricia A. Steffensen, a Notary Public in and for said county and state,
do hereby certify that Dee M. Taggart and Lonie Walker Taggart, his wife,
personally known to me to be the same person(s) whose name(s) ... etc.
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein
set forth.
Given under my hand and official seal, this 25th day of April, 1988.

Dee M. Taggart
Lonie Walker Taggart
Borrower (Seal)
Borrower (Seal)

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17
unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further
inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-
existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,
but not limited to, reasonable attorneys' fees and costs of title evidence.
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 following judicial sale, Lender (in person, by agent or by judicially
appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
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 recordation costs.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
23. Assignment. Borrower agrees to assign to Lender all rights in the Property, including, but not limited to, the right to
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument. [Check applicable box(es)]
 Adjustable Rate Rider
 Condominium Rider
 Planned Unit Development Rider
 2-4 Family Rider
 Other(s) [Specify] "B3"
By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security
Instrument and in any rider(s) executed by Borrower and recorded with it.

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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 sums 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 attorneys' 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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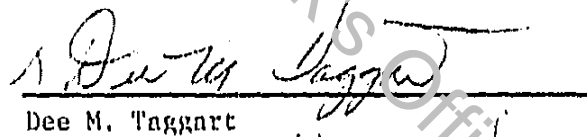
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Rider "B3" to Mortgage dated April 19, 1988 between
Dee M. Taggart and Lonie Walker Taggart, his wife (as MORTGAGORS)
and ALL AMERICAN BANK OF CHICAGO (as MORTGAGEE).

In the event of (i) the sale, conveyance or transfer of the premises or any part thereof, or any interest therein, (ii) the execution of Articles of Agreement for conveyance of title to the premises, (iii) the grant of a leasehold interest containing an option to purchase the premises, or (iv) the change in ownership of the beneficial interest in a trust, in circumstances where title to the premises is vested in a trustee of such trust, without the prior written consent of the Holders of the Note, the Holders of the Note shall have the right at their option to declare all sums secured by this Mortgage to be immediately due and payable.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgement creditors of Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

To provide for payment of taxes and assessments, the Mortgagor shall deposit with the Mortgagee on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises, as determined by the amount of the last available bills. As taxes and assessments become due and payable, the Mortgagee is authorized to use such deposits for the purpose of paying taxes or assessments thereon, and in the event any deficit shall exist in the amount of such deposits, the Mortgagor agrees to pay any difference forthwith.


Dee M. Taggart


Lonie Walker Taggart

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and ALL AMERICAN BANK OF CHICAGO (as MORTGAGEE).
Dated this 11th day of April, 1938.
Dated this 11th day of April, 1938.
Dated this 11th day of April, 1938.

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In the event of (i) the sale, assignment or conveyance of the premises or any part thereof or any interest therein, or (ii) the execution of Articles of Agreement for conveyance of the premises, (iii) the grant of a leasehold interest, or (iv) the change in ownership, or (v) the purchase of the premises, or (vi) the change in ownership of the beneficial interest in a trust, in circumstances which entitle the premises to be included in a transfer of such trust, without the prior written consent of the holder of the mortgage, the holder of the Note shall have the right to be paid in full and to declare all sums secured by this mortgage to be due and payable, and payable.

The Mortgagor hereby waives any and all rights or claims which he may have under any order or decree of foreclosure of this mortgage, on its own behalf and on behalf of any and every person, except decree or judgment of foreclosure of this mortgage, or any interest in or title to the premises subject to the date of this mortgage.

To provide for payment of taxes and assessments, the Mortgagor shall deposit with the Mortgagee on each month's payment due an amount equal to the amount of the taxes and assessments levied against the premises, or determined by the amount of the last available bill. As taxes and assessments become due and payable, the Mortgagee is authorized to withhold deposits for the purpose of paying taxes or assessments, and in the event any deficit shall exist in the amount of such deposits, the Mortgagor agrees to pay any deficiency forthwith.

Dated this 11th day of April, 1938.

Dated this 11th day of April, 1938.

88194965

Property of Cook County Clerk's Office