

UNOFFICIAL COPY

8821244

This instrument was prepared by:

Julianna Almaguer.....
.....(Name)
7054 S. Jeffery Blvd.
.....(Address)

MORTGAGE

THIS MORTGAGE is made this 12th day of May 1988, between the Mortgagor, Chicago Title and Trust, as Trustee, Trust Agreement dated 11-3-76, Trust Number 1068758, (herein "Borrower"), and the Mortgagee, THE SOUTH SHORE BANK OF CHICAGO, a corporation organized and existing under the laws of Illinois, whose address is 7054 Jeffery Avenue - Chicago, Illinois 60649 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of \$20,700.00, Twenty Thousand Seven Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 13, 1988, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 20, 1998.

To secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Lots 1 and 4 in Block 8 in Eganare, a subdivision of the East 118 acres of the South West $\frac{1}{4}$ of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois
P.L.N. # 20-11-312-010
Commonly known as 5200 S. Woodlawn Avenue, Chicago, Illinois

8821244

which has the address of 5200 S. Woodlawn Avenue, Chicago,
.....(Street)(City)
.....Illinois, 60615, (herein "Property Address");
.....(State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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THE SOUTH SHORE BRANCH
ATTENTION: Real Estate
7054 South Jeffrey Blvd.
Chicago, IL 60649

THE SOUTH SHORE BANK OF CHICAGO

'וְעַל־בָּנָיו

(Space Below This Line Reserved For Leader and Recorder)

DEPT-A1 RECORDING 514-85
T#1111 TRN#2550 05/18/88 11:49:00
#6897 # A *-88-2 12444
COOK COUNTY RECORDER

My Community Involvement Experience:

1991N

Digitized by srujanika@gmail.com

1

CHICAGO TRUST COMPANY, A TRUST COMPANY OF THE STATE OF ILLINOIS		ASSISTANT VICE-PRESIDENT
<i>[Signature]</i>		<i>[Signature]</i>
ANNE S. DIAZ, CLERK		ASSISTANT SECRETARY
<i>[Signature]</i>		<i>[Signature]</i>
STATE OF ILLINOIS.		
COUNTY OF COOK		
Lynnda S. Barron		
"OFFICIAL SEAL"		
County Seal		
1988-12-12		

In view of the above, the undersigned, and also the other members of the Executive Committee, has assumed the functions of the Association Vice-President, and it is proposed that the undersigned be elected as such for a term of three years, to begin on the first day of January, 1921.

²³, *Waves of Democracy*; Horrocks, *Horrocks hereby waives all right of nonresident exemption in the Property.*

22. Future Advances. Upon receipt of Borrower's, Lender's, and each other's written acceptance, this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when made. Future Advances to Borrower, Lender, or another, at Lender's option prior to release of this Mortgage, may indebtendees by secured by this Mortgage, not including sums advanced thereby. At no time shall the principal amounts of this Mortgage, or any part thereof, be secured hereby. At no time shall the security of this Mortgage be affected by promissory notes bearing that said notes are secured hereby. A copy of the Note plus \$¹ shall be received by Lender prior to recording this Mortgage, and Lender shall record this Mortgage in the office of the Recorder of Deeds of the county where the property is located.

price to entry of a judgment enforces this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in collecting Lender's remedies provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest, and payment and collection rights under this Mortgage are valid, enforceable, and effective as if paid at maturity and before any action to foreclose or otherwise realize upon the property covered by this Mortgage.

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UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired 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 application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and household payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to 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; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. 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.

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 in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

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 a claim 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 and the security of this Mortgage is not thereby impaired. If such restoration or repair is not 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 and apply the insurance 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 paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 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.

6. Preservation and Maintenance of Property; Households; 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. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, 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 such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

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19. Borrowers Right to Remit. Notwithstanding anything herein to the contrary, the Mortgagor shall have the right to remit any proceeds of this Mortgage to any time

NON-UNIFORM GOVERNANTS. Borrower and Lender further agree that the following:

11 Under such circumstances such option to accelerate shall become exercisable at 14 days prior to the date of acceleration in accordance with paragraph 14 hereof. Such notice shall borrower shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums demanded or demand an acceleration of the debt due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand, invoke any remedies permitted by paragraph 18 hereof.

17. Transfer of the Property Assumption. If all or any part of the Property or any interest therein is sold or transferred by Borrower without the Lender's prior written consent, excepting (a) the creation of a lien on the unimpaired subordination to this Mortgagor, (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 (d) the grant of any lessorhold interest of three years or less not constituting an option to purchase, Lender may, in Lender's option, decline all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender has received payment in full of the principal amount of the Note and all accrued interest thereon.

15. Uniform Mortgagors' Governing Law; Severability. This form of mortgage instrument contains no provision for non-conforming use and therefore does not purport to combine a unitary instrument covering multiple debts under one and the same title. The Note and the Mortgage shall be construed as a single instrument and the Note and the Mortgage shall be construed as a single instrument.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgagor shall be deemed to have been given to Borrower or Lender when given in the manner designated herein; (b) any notice to such address as Borrower may designate by notice to Lender as provided herein; and (c) any notice to Lender at such address as Lender may designate by notice to Borrower or Lender when given in the manner designated herein.

12. Remedies Committal. All the remedies available in law or equity may be exercised by the claimant in respect of his rights under this Agreement.

Or possibly the date of the monthly instalments referred to in paragrapahs 1 and 2 hereof or the amount of such instalments.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condominium offers to make an award or provide 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, in Lender's option, either to restore or repair or to make

and in the exercise, if any, paid to Borrower, in the event of a partial or final default of the Property, unless Borrower has taken steps to cure such default prior to the date of taking, with the balance of the proceeds paid to Borrower.

9. **Commemoration.**—The proceeds of any award of damages, directed to the sum secured by this mortgage,

that Lender shall give Borrower notice prior to any such inspection specifically reserving the right to inspect upon reasonable notice to Lender's property.

permits a single application of the same or similar class of herbicides to the entire catchment area of the property provided any action undertaken.

Inadequateness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment, and shall bear interest at the highest rate

Debtors are written off when irrecoverable or apprehendable law. Borrower shall pay the amount of all moratorium measures in the manner provided under paragraph 2 hereof.

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7054 South Jeffery Blvd.
Altentor: Real Estate
Chicago, IL 60649
THE SOUTH SHORE BANK OF CHICAGO

MAIL TO:

(Space Below This Line Reserved For Landlord And Recorder)

NOTARY PUBLIC
DEPT-01 RECORDING
#14,25
TITLE # 3550 06/18/88 11:49:00
#6897 # 44-88-224444
COOK COUNTY RECORDER

My Commission expires:

Given under my hand and affidavit seal, this day of 19

set forth.

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

STATE OF ILLINOIS, County ss:

..... -BORROWER

..... -BORROWER

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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88212444

This instrument was prepared by:

Juliana Almaguer
.....
.....
7054 S. Jeffery Blvd.
.....
(Address)

MORTGAGE

THIS MORTGAGE is made this 12th day of May 19 between the Mortgagor, Chicago Title and Trust, as Trustee, Trust Agreement dated 11-3-76, Trust Number 1068758 (herein "Borrower"), and the Mortgagee, THE SOUTH SHORE BANK OF CHICAGO a corporation organized and existing under the laws of whose address is 7054 Jeffery Avenue - Chicago, Illinois 60649 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of (\$20,700.00) Twenty Thousand Seven Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 13, 1988 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 20, 1998

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Lots 1 and 4 in Block 8 in Egandale, a subdivision of the East 118 acres of the South West $\frac{1}{4}$ of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois
P.I.N. # 20-11-312-010
Commonly known as 5200 S. Woodlawn Avenue, Chicago, Illinois

88212444

which has the address of 5200 S. Woodlawn Avenue Chicago
[Street] [City]
..... Illinois 60615 (herein "Property Address");
[State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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