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MORTGAGE

\$18.00

use
THIS MORTGAGE (the "Mortgage") is given on September 19, 1989. The mortgagor is Wayne E. Etheridge, a bachelor ("Borrower"). This Mortgage is given to LASALLE NATIONAL BANK, which is organized and existing under the laws of the United States, and whose address is 135 S. LaSalle St., Chicago, Illinois ("Lender"). Borrower owes Lender the principal sum of Sixty Five Thousand Six Hundred Twenty-Five Dollars (\$65,625). This debt is evidenced by Borrower's note dated the same date as this Mortgage (the "Note"). This Mortgage 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 6 to protect the security of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

See Exhibit A hereto

which has the address of 1920 N. Lincoln Avenue (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil 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 leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

It is understood and agreed that Lender may from time to time make loans to the Borrower and that such loans and advances and the interest thereon shall be secured by this Mortgage; provided, however, that aggregate principal amount of the loans shall at no time exceed the amount hereinbefore stated.

BOX 333 - GG

This Instrument Prepared By:

mail to:

W. Miller #1125
135 S. LaSalle Street
Chicago, Illinois 60690

COOK COUNTY, ILLINOIS
RECORDS DEPARTMENT

SEP 20 PM 1:39

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Pervez 72-21-739

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Property of Cook County Clerk's Office

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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 Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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, together with any fees and charges as provided in the Note or this Mortgage.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges due under the Note, then to the principal amount outstanding under the Note.

3. Charges, Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments.

Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property; 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 or prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. 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 and any other mortgage on the Property.

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 a timely manner.

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. Upon request of Lender, Borrower shall promptly furnish

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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 proof 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 any payments due under the Note, or change the amount of such payment. If under paragraph 17 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.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums. 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, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium, the by-laws and regulations of the condominium, and constituent documents.

6. 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, any proceeding brought by or on behalf of a prior mortgagee, 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 attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness 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 thereof, and shall bear interest from the date of disbursement at the

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Note rate. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the 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, 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 such notice is mailed, Lender is authorized to collect and apply the 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 any payment due under the Note or change the amount of such payment.

9. Borrower Not Released. Extension of the time for payment or modification of any other term of the Note or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Note or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Note or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right of remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, any may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings

of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by First Class Mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by mailing such notice by First Class Mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. 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.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

16. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, or (b) the creation of a purchase money security interest for household appliances, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

17. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Note, including the covenants to pay when due any sums secured by this Mortgage, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof 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

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manage the Property and to collect the rents of the Property including those past due. All 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 Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

21. Waiver of Statutory Rights. Notwithstanding anything to the contrary contained herein, Borrower shall not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower does hereby expressly waive any and all rights of redemption under any order or decree of foreclosure of this Mortgage on behalf of Borrower, and each and every person, except decree of judgment creditors of the Borrower, acquiring any interest in or title to the Property subsequent to the date of this Mortgage.

If any provision in this Mortgage is inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-1101 et seq., Illinois Revised Status (the "Foreclosure Act") the provisions of the Foreclosure Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Foreclosure Act.

If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of the Borrower which are more limited than the rights that would otherwise be vested in Lender under the Foreclosure Act in the absence of that provision, Lender shall be vested with the rights granted in the Foreclosure Act to the full extent permitted by law.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

X Wayne B. Etheridge

Wayne B. Etheridge
write

WJM:ccy
N21598.AGR
September 18, 1989

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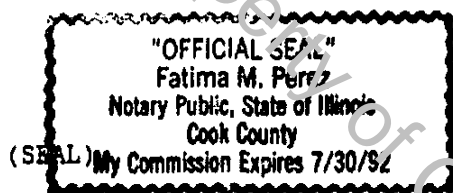
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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, The undersigned, a Notary Public ^{with} in and for said county and state, do hereby certify that Wayne ~~X~~ B. Etheridge, personally known to me to be the same person whose name B. 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.

Given under my hand and notarial seal, this 19th day of September, 1989.



Fatima M. Perez
Notary Public

My Commission Expires:

WJM:ccy
N21598.AGR
September 19, 1989

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UNIT NUMBER 0-2, IN THE 1929 LINCOLN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
PART OF LOTS 14, 15, 18, THE 10 FOOT ALLEY NORTH OF AND ADJOINING SAID LOT 15 AND THE 40 FOOT STREET (LONERGAN STREET) LYING EAST OF AND ADJOINING LOT 15, ALL IN LONERGAN'S SUBDIVISION OF THE SOUTH 2 ACRES OF BLOCK 39 IN CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40

NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO SAID TRACT INCLUDES PART OF LOT 1 IN THE SUBDIVISION OF LOTS 19, 20 AND 21 IN ARMSTRONG'S SUBDIVISION OF THE NORTH 3 ACRES AND LOTS 16 AND 17 IN LONERGAN'S SUBDIVISION OF THE SOUTH 2 ACRES OF BLOCK 39 IN CANAL TRUSTEES' SUBDIVISION, AFORESAID, ALL OF THE ABOVE BEING TAKEN AS ONE TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF LOT 22 IN LONERGAN'S SUBDIVISION, AFORESAID; THENCE WEST ALONG THE NORTH LINE OF WEST WISCONSIN STREET, AND SAID NORTH LINE EXTENDED, A DISTANCE OF 83.61 FEET TO A LINE THAT IS 50 FEET EAST OF AND PARALLEL TO THE WEST LINE OF NORTH ORLEANS STREET, EXTENDED NORTH; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 100.76 FEET TO ITS INTERSECTION WITH A LINE THAT IS 44 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF OGDEN AVENUE, AS OPENED BY ORDINANCE OF THE CITY COUNCIL; THENCE NORTHEASTERLY ALONG SAID LINE WHICH IS 44 FEET SOUTH EAST OF AND PARALLEL TO THE NORTHWESTERLY LINE OF OGDEN AVENUE, AS OPENED, A DISTANCE OF 94.55 FEET TO THE SOUTHWESTERLY LINE OF NORTH LINCOLN AVENUE, AS EXTENDED; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF NORTH LINCOLN AVENUE, EXTENDED, A DISTANCE OF 64.36 FEET TO THE SOUTHEASTERLY LINE OF NORTH OGDEN AVENUE, AS OPENED; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF NORTH OGDEN AVENUE, AS OPENED, TO THE WEST LINE OF LOT 18 IN LONERGAN'S SUBDIVISION, AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF LOTS 18, 19, 20, 21 AND 22 IN SAID LONERGAN'S SUBDIVISION TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS
WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 86581214 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

TAX I. D. 14-33-401-066-1012

EXHIBIT A

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