

# UNOFFICIAL COPY 5

UNIFORM COVENANT. Borrower and Lender covenant and agree as follows:

**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 one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any 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 or 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 Security Instrument.

**3. Application of Payments.** 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.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**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 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 providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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. If under paragraph 19 the Property is acquired by Lender, Borrower's right to 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 Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** 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 fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Release. If Borrower makes certain contributions, Borrower shall have the right to base application for the Security Instrument before any time prior to the earlier of (a) 5 days (or such other period as determined by the Security Instrument) or (b) 10 days (or such other period as determined by the Security Instrument) for remittances before any payment to the Property pursuant to any power of sale contained in this instrument. These contributions shall be contained in this instrument as the entry of a judgment entitling this instrument to priority over all other debts due under this instrument and the Security Instrument shall remain valid notwithstanding any payment made by Borrower to the Property prior to the earlier of the periods set forth above.

In addition, a borrower may be required to pay interest on the amount of the advance, even if the advance is not used. This is known as a prepayment fee or a commitment fee.

16. Borrower's Copy: Borrower shall be given one countermarked copy of this Note and of this Security Instrument  
17. Transfer of Title: If title to the property is transferred to another person, the new owner shall be bound by the terms of this Note and of this Security  
Instrument.

**13. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the State in which the property is located. In the event that any provision of this Security Instrument 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 Note are declared to be severable.

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 otherwise specified below. The notice shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Epsiloniation Affection** [Under's Rights]. If enactment of application of applicable laws has the effect of rendering any provision of the Note or this Security instrument unenforceable according to its terms, Under, at his option, may require immediate payment by this Security instrument in full or all sums secured by this Security instrument and may invoke any remedies permitted by paragraph 19. If Under exercises this option, Under shall take the steps specified in the second paragraph of

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 note or other loan charges collected or to be collected in accordance with the terms of the note or other 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 limits, (b) any such loan charge shall be reduced by the amount under the note or by making a deposit to Borrower, if a refund reduces principal, the reduction will be treated as partial repayment without any prepayment charge under the Note.

11. Successors and Assigees; Found; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and be held by the successors and assigns of Lender and Borrower, except to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to the successors and assigns of Lender and Borrower and any other Borrower under this Security Instrument in accordance with the terms of this Security Instrument.

shall not be a waiver of or preclude any exercise of any right or remedy by the original Borrower or Borrower's successors in interest. Any holder in due course by exercise of any right or remedy

make an award or settle a claim for damages. Borrower fails to respond to Lender's written notice of default 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 repurchase of the property or to the sums secured by this Security Instrument, whether or not then due.

If the Property is abandoned by the lessee or if either party fails to perform his/her obligation under the leasehold agreement for a period of 30 days, the lessor may terminate the leasehold interest and sue for damages.

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 the same are paid to the Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the sums received in payment of the property before it is sold, and the balance divided by the sum of the amounts of the security instruments, and the amount so received by the holder of the security instrument which is first in time of creation, shall be paid to him, and the balance to the holder of the security instrument which is second in time of creation, and so on, until all the amounts so received have been paid to the holders of the security instruments.

11. Borrower shall pay the premiums required to maintain the insurance in effect until such time as the reinsurance terminates in accordance with the terms set forth in the policy.

12. Borrower shall pay the premiums required to maintain the insurance in effect until such time as the reinsurance terminates in accordance with the terms set forth in the policy.

13. Lender or its agent may make reasonable entries upon and inspect the premises of Borrower at any time during normal business hours for the purpose of examining the property and equipment of Borrower and shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

14. Condemnation. The proceeds of any award of 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 will be paid to Lender.

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89-481935

**ATTORNEYS' TITLE GUARANTY FUND, INC.****89-481935**

DEPT-01 RECORDING \$16.00  
193333 TRAN 7788 10/11/89 15105100  
99612 4 - 89-481935  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

THE TERMS OF THIS LOAN MORTGAGE 5752  
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.  
THIS MORTGAGE ("Security Instrument") is given on OCTOBER 3

1989 The mortgagor is AETNA BANK AS  
TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1988 AND KNOWN AS TRUST  
NUMBER 10-4101 (Parcel 2) Mary R. Hickey and Konstantinos D. Panayotou, her husband  
("Borrower"). This Security Instrument is given to AETNA BANK (Parcel 1)

which is organized and existing under the laws of THE STATE OF ILLINOIS  
2401 NORTH HALSTED  
CHICAGO, ILLINOIS 60614  
Borrower owes Lender the principal sum of  
**ONE HUNDRED THREE THOUSAND FIVE HUNDRED AND NO/100**

, and whose address is  
("Lender").

Dollars (U.S.) **103,500.00**). 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 NOVEMBER 1, 1996. 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:  
PARCEL 1: LOT 11 IN SAM BROWN, JR.'S BELMONT AVENUE SUBDIVISION IN THE  
NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PARCEL 2: THE EAST 1/2 OF LOT 10 (EXCEPT THE EAST VIGINTILLIONTH  
THEREOF) IN THE SUBDIVISION OF BLOCK 2 IN LINN AND SWAN'S SUBDIVISION  
OF THE WEST 1/2 OF BLOCK 18 IN CANAL TRUSTEES SUBDIVISION OF THE EAST  
1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

89-481935

A.T.G.F.  
BOX 370

14-30-201-003-0000 Parcel 1 1831 W. Belmont Ave, Chicago, IL 60657  
14-29-425-033-0000 Parcel 2 1120 W. Fullerton, Chicago, IL 60614

which has the address of **1831 WEST BELMONT AVENUE**  
(Street)  
Illinois **60657** ("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 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.



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A rectangular seal with a decorative border containing the text "NOTARY PUBLIC SEAL" at the top and "NEW YORK STATE" at the bottom.

Sep 10 1989

GIVEN under my hand and notarial seal, this

**Vice President and General Counsel**  
DANIEL X. HANLEY, ABALARD, ABALARD  
of the **AEGEAN BANK**, Chicago, Illinois, and **Atlanta, Georgia**

I, John Doe, of 123 Main Street, Anytown, USA, do hereby certify that I am and have been a resident of Anytown, USA for the past 12 months.

STATE OF ILLINOIS }  
COUNTY OF COOK }

**RECHINA BANK**  
All Officers are officers and not personally  
ABSOLUTELY  
BY  
ASST. PERSONAL  
ATTESI  
LOAN OFFICER  
ASST. PERSONAL  
EXCEDEMENT

**THIS TRUST DEED** is executed by the **RENT-A-BANK**, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said **RENT-A-BANK** hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note or any instrument shall be construed as creating any liability on the said First Party or on said **RENT-A-BANK** personally to pay the said note or any instrument issued in accordance with the terms, or any indebtedness accruing hereunder, or to perform any covenant or obligation contained therein.

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1-4 FAMILY RIDER

## Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 3rd day of October, 1989, 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 AETNA BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1831 W. Belmont, Chicago, IL 60657 (Parcel 1) 1120 W. Fullerton, Chicago, IL 60614 (Parcel 2)  
(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 "lense" 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.

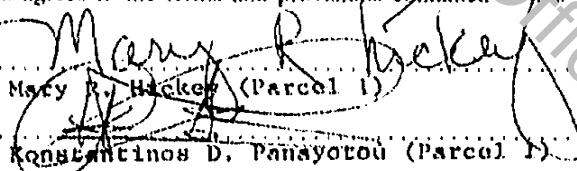
If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) 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 does 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.

  
Mary R. Becker (Parcel 1) (Seal)  
Borrower

  
Konstantinos D. Panayotou (Parcel 2) (Seal)  
Borrower

AETNA BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED  
SEPTEMBER 20, 1988 AND KNOWN AS TRUST NUMBER 10-4191

(Parcel 2)

AND NOT PERSONALLY

## RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Aetna Bank, Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Aetna Bank, Trustee, or for the purpose of or with the intention of binding the Aetna Bank, Trustee personally but are made and intended for the purpose of binding only that portion of the trust property, i.e., the property described herein, and this instrument is executed and delivered by said Aetna Bank, Trustee, not in its individual capacity but in the exercise of the powers conferred upon it as such Trustee and that no personal liability or personal responsibility of the Aetna Bank, Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Aetna Bank, Trustee, in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.