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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 Board; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit all 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 loans 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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Any amounts distributed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument unless Borrower agrees to other terms of payment, these amounts shall bear interest from the date of disbursal at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment.

7. Protection of Lender's Interests. If Borrower fails to perform the covenants and obligations contained in this Security Instrument, or if there shall not merge unless agreed to in writing.

8. Protection of Lender's Interests in the Property; Merger of Interests. If Borrower fails to make timely payments of taxes, insurance premiums, or other expenses, Lender's rights in the Property will be increased to the greater in writing.

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 and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall and

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 paragraph 1 and 2 of clause 1 by amounts 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.

All insurance policies and renewals shall be acceptable to Lenders and shall include a standard mortgage clause. Lenders shall have the right to hold the policies and renewals. If Lenders do not give prompt notice to Lender all receipts of paid premiums and renewals, Lenders may make proof of loss if not made promptly by Borrower.

5. **Hazard Insurance.** Borrower shall keep the insurance premiums now existing or hereafter created on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender insures its interest in the insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance company providing the insurance shall be chosen by Borrower and subject to Lender's approval which shall not unreasonably withhold it.

Borrower shall pay these amounts provided in paragraph 2, or if not paid in this manner, Borrower shall pay directly to the person or persons to whom such amounts are due, and Borrower shall promptly furnish to Lender evidence concerning the payments.

Note: third, to amounts payable under the Note second, to late charges due under the Note; first, to principal due, to preparements due under the Note; and 2% on all late charges due under the Note.

Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applies to the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Under no circumstances shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Funds security each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a federal or state agency (including funds in such an institution) the deposits of which are insured or guaranteed by a state authority or a state insurance fund.

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 accrue prior to over this Security Instrument; (b) yearly leasehold payments of: (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "accrued items". Lender may estimate the Funds due on

1. Payment of Principal and Late Charge: Prepayment and Late Charge. Borrower shall promptly pay when due principal and interest on the Note and any prepayment made by the Lender.
2. Funds for Taxes and Interest: Subiect to a maximum of 10% a year, the Note and late charges due under the Note.

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MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on November 26th
1989. The mortgagor is American National Bank And Trust Company, As Trustee U/T/A Dated
12/09/78, and known as #439755 ("Borrower"). This Security Instrument is given to
HARRIS TRUST AND SAVINGS BANK, which is organized and existing
under the laws of THE STATE OF ILLINOIS, and whose address is 111 West Monroe
Street, Chicago, IL 60603 ("Lender").
Borrower owes Lender the principal sum of SIX HUNDRED THOUSAND AND NO/100
Dollars (U.S. \$ 600,000.00). 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 December 1, 2019. 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:

THE WEST 12 FEET OF LOT 2 AND THE EAST 16 FEET OF LOT 3 IN THE SUBDIVISION OF BLOCK
4 IN THE SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 3 IN SHEFFIELD ADDITION TO CHICAGO,
IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 14-32-212-003

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which has the address of 819 M. Belden, Chicago
[Street] [City]
Illinois 60614 ("Property Address").
[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.

This instrument was prepared by Gray Christopher Daly, Harris Trust and Savings
Bank, 111 West Monroe Street, Chicago, IL 60690.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Box 333

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Notary Public

My Commission expires:

Given under my hand and official seal, this _____ day of _____, 19____

herein set forth.

Instrument as their/her/his free and voluntary act, for the uses and purposes in person, and acknowledge that they/same/same signed and delivered the said name(s) are/is subscribed to the foregoing instrument, appeared before me this day in personally known to me to be the same person(s) whose

and state, do hereby certify that

I, _____, a Notary Public in and for said county

County ss:

STATE OF ILLINOIS,

(Please See the Law for Accuracy)

Trust Officer _____
(Seal)

ATTESI
Vice President _____
(Seal)

American National Bank As Trustee U/T/A dated 12/09/76, and
Instrument and in my hands (etc.) clearly recorded with it.
By SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security
known as Trust #39755

23. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security (by number), the co-executants and agreeements of each such rider shall be incorporated into and shall amend and
supplement the co-executants and agreements of this Security instrument as if the rider(s) were a part of this Security
instrument. (Check applicable box(es))
24. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security (by number), the co-executants and agreeements of each such rider shall be incorporated into and shall amend and
supplement the co-executants and agreements of this Security instrument as if the rider(s) were a part of this Security
instrument. (Check applicable box(es))
25. Rider to this Security Instrument. Upon payment of all sums secured by this Security, Lender shall release this Security
from management of the Property and collection of rents, including, but not limited to, collection of the rents of
recipients bonds and reasonable attorney fees, and when to the sum secured by this Security instrument.
26. Rider to this Security Instrument. Upon payment of all sums secured by this Security, Lender shall release this Security
from management of the Property and collection of rents, including, but not limited to, collection of the rents of
recipients bonds and reasonable attorney fees, and when to the sum secured by this Security instrument.
27. Rider to this Security Instrument. Upon payment of all sums secured by this Security, Lender shall release this Security
from management of the Property and collection of rents, including, but not limited to, collection of the rents of
recipients bonds and reasonable attorney fees, and when to the sum secured by this Security instrument.
28. Rider to this Security Instrument. Upon payment of all sums secured by this Security, Lender shall release this Security
from management of the Property and collection of rents, including, but not limited to, collection of the rents of
recipients bonds and reasonable attorney fees, and when to the sum secured by this Security instrument.

29. Acceptation: Recipients, Borrower and Lender further agree as follows:
NON-UNIFORM COVENANTS. Borrower and Lender shall give notice to Borrower prior to acceptance of the following terms:
a. Acceptation of any covenant in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17
unless specifically 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 the issuance
of a default notice by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice
shall be effective after acceleration and the right to assert in the foreclosure proceeding the non-
foreclosure Borrower of the right to accelerate by judicial proceeding. The notice shall remain in full force and effect
unless executed by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice
shall remain in full force and effect in purasing the remedies provided in this paragraph 19, including,
but not limited to, reasonable attorney fees and costs of title evidence.
Lender shall be entitled to collect all expenses incurred in purasing the remedies provided in this paragraph 19, including,
this Security instrument without further demand and may recourse to this Security instrument by judicial proceeding.
before the date specified in the notice, Lender at its option may require the sum secured by this Security instrument
to be paid in full of all sums secured by this Security instrument.
excessive or a default of a default or an other default of Borrower to accelerate and foreclose and receive the sum
secured by this Security instrument, foreclosure by judicial proceeding and the right to assert in the foreclosure proceeding the non-
foreclosure Borrower of the right to accelerate by judicial proceeding. The notice shall remain in full force and effect
unless executed by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice
shall remain in full force and effect in purasing the remedies provided in this paragraph 19, including,
but not limited to, reasonable attorney fees and costs of title evidence.

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BY SIGNING BELOW, BONWATER AGREES AND SUBSCRIBES TO THE TERMS AND PROVISIONS CONTAINED IN THIS 1-A FAMILY READER

C. CROSS-DEPARTMENTAL PROVISION. Bonewer's detail or break in detail or note of agreement in which he has agreed shall be a breach under the Security Instrument and Landor may invoke any of the remedies permitted by the Security Instrument.

If Lessee's notice of breach to Borrower or its assignee(s) is not received by Borrower within 30 days from the date of receipt of such notice, Borrower shall be held to have accepted the rents and to have waived all defenses to the same.

E. ASSIGNEE'S INTEREST IN RENTS. Assignee's interest in rents and revenues of the property is limited to the period from the date of assignment to the date of termination of the lease or tenancy.

E. ASSIGNMENT OF RELEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property.

C. IDENTIFY THE RESPONSIBLE BOARD MEMBER Identify which board member has authority to make decisions regarding the use of funds in accordance with the applicable regulations.

B. SUBORDINATE LENSES. Except as permitted by section 1a, no person shall allow any lens intended to be worn by him to be placed against the eye; except that a person may wear contact lenses in accordance with the rules and regulations of the Board of Optometry.

use of the Property or its share in the Partnership, and the lessees' leases has agreed to make all reasonable and customary alterations of any kind to the Partnership's property to accommodate the lessees' needs.

THE PRACTICAL GOVERNMENT OF THE STATE, IN WHICH THE COVENANTS AND AGREEMENTS MADE IN THE SECURITIES, INVESTMENTS, AND TRADES, ARE SET FORTH.

Digitized by srujanika@gmail.com

Teasoy Ausgang:

469 A Bélelőr. Círcák. II. 6964

I-4 FAMILY RIDER Assignment of Benefits

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This Mortgage is executed by the American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago, 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 contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and assigns, the legal holder or holders of said note, may be compelled to pay the same, or to make payment thereon, the said American National Bank and Trust Company of Chicago personally shall be liable only to the premises hereby conveyed for the payment thereof, and by the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby created for the payment of the liability of the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the rights and liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid and caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, or Assistant Secretary, the day and year first above written,
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
and attested by its Assistant Secretary, the day and year first above written.
As Trustee as aforesaid, I am not personally,

By _____

ATTEST _____


STATE OF ILLINOIS) ss. KULA DAVIDSON
COUNTY OF COOK) Notary Public, in and for said County, in the State aforesaid.

I, L. E. HANNAH, JR., Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as their own free and voluntary act and respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary in his handwriting as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, of said Company to be its instrument as its own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid.

DO HEREBY CERTIFY: "I, L. E. HANNAH, JR., Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as their own free and voluntary act and respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary in his handwriting as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, of said Company to be its instrument as its own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid.

Given under my hand and notarial seal, this

NOV 23, 1938
day of NOVEMBER, A.D. 1938

Harry P. Hanahan