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This instrument was prepared by:
JEFFERSON STATE BANK
ATTN: JOHN CONSTANT
(Name)
5301 W. LAWRENCE AVE.....
(Address)
CHICAGO, IL 60630

89071062

MORTGAGE

THIS MORTGAGE is made this 2nd day of February, 1989, between the Mortgagor, Bank of Ravenswood as Trustee U/T/A dated 1-4-89 and known as Trust No. 25-9768 (herein "Borrower"), and the Mortgagee, Jefferson State Bank an Illinois Banking corporation organized and existing under the laws of Illinois, whose address is 5301 W. Lawrence Ave., Chicago, Illinois 60630 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 2, 1989 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 29, 1990.

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:

Lot 32 in Block 3 in Sherman's Addition to Holstein in Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

29012068

DEPT-01 \$15.25
TR4444 TRAN 5450 02/15/89 13:58:00
#6226 # D *-59-071062
COOK COUNTY RECORDER

(Commonly known as: 2102 N. Hoyne, Chicago, Illinois 60647)
PIN: 14-31-126-043



which has the address of 2102 N. Hoyne, Chicago, Illinois 60647
(Street) (City),
..... (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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24. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf or behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

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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 leasehold 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 improvement 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 premium. 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 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; Leaseholds; 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 shall have the right to have any pre-accruals borne by them to settle this otherwise disallowed debt at any time.

18. Acceleration Remedies. Except as provided in paragraphs 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Note, including the covenants to pay when due any sums secured by this Note, Lender shall have the right to demand payment of all sums then due and payable under this Note, plus interest thereon at the rate of 12% per annum, plus all expenses of foreclosure, including attorney's fees, and costs of collection, extra mileage, attorneys' fees and title expenses.

Horizonal and vertical interlayer spacing can also be followed by NMR methods.

If under exercises such as swimming or running, the heart beats faster and harder than at rest, it is said to be overstrained.

ideologies that preceded it, as well as those that followed and the Notes.

17. Transfer of the Property: Assumption. If at any part of the Property or in the event thereof is sold or transferred by a Borrower without Lender's prior written consent, such transfer shall release Borrower from all obligations hereunder.

the community's capacity to respond to emergency situations and to evaluate the effectiveness of its preparedness.

15. **Liaison from Directorate General for Competition Law to State Secretary.** This form of a temporary combination under normal circumstances for negotiations and discussions as well as for information exchange purposes is intended to prevent conflicts of interest between the two institutions. However, it shall be pursued only if the scope of the liaison and of this Regulation is limited to the exchange of information and to this

Metaphors shall be deemed to have been given by the manufacturer or supplier in the main distinguished herein.

14. Notice. Except for any notice required under another statute, law or agreement, notice given in another manner, in any notice to the Borrower provided for in this Article, shall be given by certified mail addressed to the Borrower at its address as Borrower's address as provided in Section 1.1(b) and notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated below or to Lender's address as Borrower's address as provided in Section 1.1(b).

the experiments were performed to determine the properties of the proteins before and after reduction.

12. **Renters' Credit** Credit will be provided to lessees Mortgagors and their spouses and dependents or any other right or remedy under this Mortgagee or afforded by law or equity, and may be exercised whenever, independently or successively, the lessees and their spouses and dependents or any other right or remedy under this Mortgagee are distressed and grieved by reason of any other right or

of possible the the due care of the mouldable insulations referred to in paragraphs 1 and 2 before of change the amount of such insulations.

In addition to the specific requirements set forth above, the parties shall also make reasonable efforts to facilitate the preparation of proceedings to determine the amount of damages in writing. Any such application of proceedings shall be excluded unless otherwise provided by law.

lacking bears in the first market value of the Proportionality prior to the date of taking, with the balance of the proceeds paid to the Buyer.

In the event of a total loss taking all of the Property, the proceeds shall be applied to the sums secured by this Mortgagor otherwise agrees to pay to Borrower. In the event of a partial taking of all or part of the Property, unless otherwise directed by the Lender as is agreed to in this provision which the amount of the sums secured by this Mortgagor prior to the date of the sale is equal to the proceeds, there shall be applied to the sums secured by this Mortgagor such pro rata portion of the proceeds as otherwise agrees to pay to Borrower.

9. Commencement. The proceeds of any award of claim for damages, direct or consequential, in connection with any combination or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to [enter].

8. **Inspection.** Landlord may make or cause to be made reasonable entries upon and inspections of the Property, provided, and certain requirements.

amounts shall be payable upon notice given by either party to the other party or to his attorney-in-fact, and such amounts shall bear interest at the rate of six percent per annum, from the date of distinctionment in the rate payable from time to time to the party or parties entitled to receive payment under the Note unless otherwise provided in this paragraph.

Any amounts disbursed by Lenther pursuant to this paragraph 7, with interest thereon, shall become additional amounts provided under paragraph 2 hereof.

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MORTGAGE EXECUTION REED

This MORTGAGE is executed by Bank of Ravenswood, 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 Bank of Ravenswood, hereby warrants that it is possessed 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 Trustee or on said Bank of Ravenswood personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said Bank of Ravenswood personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein set forth in said Note provided or by action to enforce the personal liability of the guarantor, if any.