UNOFFICIALIGOPY 8 This instrument was prepared by:

FRANK S. WROBEL (Name) 1141 N. Damen, Chicago, IL 60622

MORTGAGE

LA SALLE NATIONAL BANK, as Successor Trustee to LA SALLE NORTHWEST NATIONAL BANK, Formerly known as**

53102208

....23rd day of February THIS MORTGAGE is made this. 23rd day of February 1989. between the Mortgagor, Northwest National Bank of Chicago, not personally, but as Trustee. U/T/A dated 4/1/88.TRUST#. 26-8542-00 Borrower"), and the Mortgagee, 20 CONTRACT CHICAGO 20 CONTRACT CONTRACTOR CONTRA THE SOUTH SHORE BANK OF CHICAGO and a corporation organized and

WHEREAS, Borrower is indebted to Lender in the principal sum of . . Vive. Hundred. Thousand********** interest, with the butance of the indebtedness, if not sooner paid, due and payable on May 1, 1989

To Secure to Lenge. (1) 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 nereby mortgage, grant and convey to Lender the following described property located in the County of State of Illinois:

THE EAST 30 FEET OF THE SOUTH 91 PEET OF THE WEST HALF (EXCEPT ALLEY) OF BLOCK 2 IN FRANK'S RESUBDIVISION OF THE NURTH 36 1/4 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8 AND NORTH 36 1/4 ACRES OF THE WEST HALF OF THE SOUTHWEST OUAP-TER OF SECTION 9, TOWNSHIP 39 NORTH, MANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A RESUBDIVISION OF LOTS 1 TO 8 MICLUSIVE OF SUPERIOR COURT PARTITION OF ABOVE SIC.

OUNTAGE

ORIGINAL

O DESCRIBED LANDS AND KNOWN AS FRANKS SUBDIVISION IN COOK COUNTY, ILLINOIS.

PIN # 16-09-301-015

which has the address of 5/60 W. Fulton, Chicago (Street)

Illinois 60644 (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 seised 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.

and shall be paid to Lender. condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any interest in the Property. that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

with the excess, it any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lenders otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceedings is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date and is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date. fin the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage.

In the event of a total taking of the Property, the proceeds shall be applied to the Property unless Borrower and Lender

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

permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the indebiedness of Bortower secured by this Mortgage. Unless Bortower and Lender agree to other terms of payment, such Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional

Lender's written agreement or applicable law. Botrower shall pay the amount of all mortgage insurance premiums in the

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make paid to Borrower. taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeing

Property or to the sums secured by this Mortgage. an award or settle a claim for damages. Borrower fails to respond to Lender's option, either to restoration or repair of mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of

sjuamilatani d. or corpone the due date of the monthly than teletred to in paragraphs 1 and 2 hereof or change the amount of Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend

11. Forbegrange by Lender Not a Waiver. Any forbegrance by Lender in exercising any right or remedy hereunder, or secured by this No trage by reason of any demand made by the original Borrower and Borrower's successors in interest. by this Mor gage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the habiting, or the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings or use are an area of the sums. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured

right to accelerate the maturity of the indebtedness secured by this Mortgage. The procurement of this, ance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's officeraise afforded by at plicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

remedy under this Mortgage o alforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assign to not Joint and Several Liability; Captions. The covenants and agreements betein 12. Remedies Cumulail te. All temedies provided in this Mortgage are distinct and cumulative to any other right or

interpret or define the provisions hereof. contained shall bind, and the rights here inder shall inute to, the respective successors and assigns of Lender and Borrower. subject to the provisions of paragraph. A percot. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraph. Of this Morreage are for convenience only and are not to be used to

Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address is accover may designate by notice to Lender's address stated herein, and the may notice to Lender's address stated herein or to such other address as Lender than the may designate by motice to By trower as provided herein. Any notice provided for in this such address as Lender may designate by motice to By trower as provided herein. Any notice provided for in this such as the herein address as Lender may designate by Borrows in the manner designated to Borrows. 14. Notice, Except for any notice route of under applicable law to be given in another manner, (a) any notice to

use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the Note of the 'intrations in which the Property is located. In the event that any provision or clause of this Mortgage or the Note which can be given effect it intout the conflicting provision, and to this other provisions of this Mortgage at the Note are declared to be severable.

16. Borrower's Gopy, Borrower shall be furnished a conformed copy of the Mote and of this Mortgage at the time of security in the Mortgage and the Property of the Mote and of this Mortgage at the time of security in the Mortgage and the provision of the Mortgage and the Property of the Mortgage at the time of security in the Mortgage and the time of security of the Mortgage and the time of security of the Mortgage and the time of the Mortgage and the time of the Mortgage at the time of security of a steer recordation or after the content of the recordation or after recordat Uniform Mortgage: Coverning Law: Severability. This form of mortgage combines uniform covenants for national Mortgage shall be deemed to have been given to Bortower of i.e. der when given in the manner designated herein.

of execution or after recordation hereof.

is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. It I ender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in increase has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all increase them. and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person not containing an option to purchase, Lender may, at Lender's option, declare all the sums actured by this Mongage to be immediately due and payable. Lender shall have waived such option to accelerate it, prior to no all or transfer, Lender immediately due and payable. Lender shall have waived such option to accelerate it, prior to no all or transfer, Lender descent of by operation of law upon the death of a joint tenant of (d) the grant of any leasthold interest of three years or less by Borrower without Lender's prior written consent, excluding in the creation of a lie or encumbrance subordinate to this Mortgage. (b) the escation of a purchase money security interest for household spread ces, (c) a transfer by devise. 17. Transfer of the Property: Assumption. It all or any part of the Property of a interest therein is sold or transferred

l ender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof. n Borrower may pay the sums declared due. It Borrower fails to pay such sums prior to the expiration of such period. 14 horses. Such notice is any provide a period of not less than 30 days from the date the notice is mailed within If Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance with

Noy-Univoral Covenients. Bottomet and I ender futiber covenant and agree as follows:

ologations under this Mortgage and the Note.

any action hereunder.

manner provided under paragraph 2 hereof.

18. Acceleration; Remedies: Except-up provided in puragraph 17 hereof, upon Bortower's breach of any covenant or

of-decumentary, evidence, abstracts and tille reports. be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be the non-existence of a default or any other defence of Borrower to acceleration and foreclosure. If the breach is not cured on shall further inform Borrower of the right to reinclate after acceleration and the right to assert in the foreclosure proceeding acceleration of the sums secured by this Mortgage, forechoure by ludicial proceeding and sale of the Property. The notice breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender

Mortgage discontinued at any time mrs A o e sums secured by this Mortgage,

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, it 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 tents. 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 ermits 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, i su ance 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 nall 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 Borrowe, requesting payment thereof.

Upon payment in the 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 Londer at the time-of application as a credit against the sums secured by this Mortgage.

3. Application of Paymerts. 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 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 said in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish of 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 as priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrover shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good fifth contest such lien by, or defend enforcement of such lien in. legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require

and in such amounts and for such periods as Lender may require p evided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the synch secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Forrower 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 Borrover making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lynder 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 prid premiums. In the event of loss, Borrower shall give prompt notice to the insurance earrier and Lender. Lender may move 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 he security of this Mortgage is not thereby impaired. If such restoration or repair is not economically teasible 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 which 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 fight, 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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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred: (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage: (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. 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 18 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 18 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 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 attorney's 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.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secur d by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the o iginal amount of the Note plus US \$. . . Park and a war before

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrown shall pay all costs of recordation, it any.
23. Waiver of Hom(see id. Borrower hereby waives all right of homestead exemption in the Property.

LA SALLE NATIONAL BANK, as Successor Trustee to In Witness Whereof, Borrower has executed this Mortgage. La Salle Northwest National Bank, formerly known as -NORTHWEST NATIONAL BANK OF CHICAGO, not personally but as Trustee Trust No. 26-8542-00 - Surrower

Assistant Secretary	0	STATE THE PARTY	Borrower
STATE OF ILLINOIS			
I HARRIET.	DENISEWICZ	a Notary Public in and for	suid county and state.
Coringe	Bek Assimant vice of	resent William H. Pillon	
do hereby certify that		e to be any same person(s) whose r	name(s) AAC
subscribed to the foregoing instrume	nt, appeared before me	this day in person, and acknowled	dged thathe
signed and delivered the said instrum	ient as 774-77	free and voluntary act, for the uses	and purposes therein
set forth.		4.	~ 04
	23	FEARURRY	.o. チグ

Given under my hand and official seal, this My Commission expires:

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"OFFICIAL SEAL" Harriet Denirewicz Notary Public, State of Illinois My Commission Expires Oct. 30, 1991

(Space Below This Line Reserved For Lender and Recorder)

188N 6103 95/89/89 15:55:00 COOK COUNTY RECORDER **日井 5867井** 111141 10-1431 00'SIS

solely to the premises hereby mortgaged or conveyed for the payment thereof, by the of the note and the owner or owners of any indebtedness accruing hereunder shall look action to enforce the personal liability of the guaranter or guaranters, if any. unforcement of the lien created in the manner herein and in said note provided or by hereafter claiming any right or security hereunder; and that so far as the mortgagor or of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay grantor and said LA SALDE NATIONAL BANK personally are concerned, the legal holde: said Trust Deed, the legal owners or holders of the note, and by every person now or hereunder, or to perform any coverant, either express or implied, herein contained, all power and authority to execute the instrument) and it is expressly understood and agreed LA SALLE NATIONAL BANK, not personally but so trucks under Truct No. 26 85 8500 such liability, if any, being heroby expressly waived by the mortgages or Trustee under the indebtedness secured hereby shall be construed as creating any liability on the part Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full said note or any interest that may accrue thereon, or any indebtedness accruing in the exercise of the power and authority conferred upon and vested in it as such . nothing contained herein or in the note; or in any other instrument given to evidence This Mortgage or Trust Deed in the nature of a mortgage is executed by

Form XX0133