

89122212

This document is given in full payment of a promissory note dated March 14, 1989, principal sum of \$150,000.00 signed by Frank J. Wozzone and Nicolette Wozzone, his wife in the

The mortgage covenants that he is lawfully seized and possessed of and has the right to sell and convey and property that the same is free from all encumbrances except as hereinafter recited, and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever. The mortgage covenants that he is lawfully seized and possessed of and has the right to sell and convey and property that the same is free from all encumbrances except as hereinafter recited, and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

commonly known as 1308 N. North Avenue, Chicago, IL
PIN # 14-32-319-022

The best one half (1/2) of lot 70, being the West Twenty-five (25) feet of lot 70 in the subdivision of block 3 in the subdivision of block 15 in Sheffield's addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Witnesseth, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagee does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook State of Illinois
IL 60656
mortgagee), who maintains an office and place of business at 3250 N. Harlem Avenue, Chicago, Illinois (hereinafter referred to as

This mortgage made and entered into this 15th day of March 1989, by and between COLUMBIA NATIONAL BANK OF CHICAGO, not personally, but as Trustee under Trust Agreement dated 2/3/80 and known as Trust No. 7342 (hereinafter referred to as mortgagee) and COLUMBIA NATIONAL BANK OF CHICAGO (hereinafter referred to as

MORTGAGE (Participation)

89122212

1500

21222168

A-969294 F2

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Property of Cook County Clerk's Office

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2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rents or profits on said property to that extent.

k. The mortgagor shall have the right to inspect the mortgaged premises at any reasonable time.

l. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagor, who may apply the same to payment of the installment due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances therefor and to appeal from any such award.

m. He will not rent or assign any part of the term of said mortgaged property or demish, or remove, or substantially alter any building without the written consent of the mortgagee.

n. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

o. He will keep all buildings and other improvements on said property in good repair and condition with period, constant, or suffer no waste, impairment, deterioration or any part thereof in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in his discretion is may deem necessary for the proper preservation thereof, and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

p. He will continuously maintain in full insurance of such type or types and in such amounts as the mortgagee may from time to time require on the improvements as hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagee will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee as his option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed in event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

q. The rights created by this mortgage shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

r. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinafter described and all property acquired by or in after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagee fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagee hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so, and such actions shall be taken by mortgagee as may be deemed necessary by this instrument, subject to the same terms and conditions.

s. He will pay such expenses and fees as may be incurred in the perfection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for enforcement by mortgagee's self, or in any other proceedings, or in any other litigation or proceedings affecting said property. Mortgagee's fees reasonably incurred in any other way shall be paid by the mortgagee.

t. He will pay all taxes, assessments, water rates, assessments, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinafter, and will promptly deliver the official receipts therefor to the said mortgagee.

u. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner thereinafter provided.

1. The mortgage covenants and agrees as follows:

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated in accordance with section 101(d) of the Rules and Regulations of the Small Business Administration (15 CFR 101(d)), this instrument is to be construed and enforced in accordance with applicable Federal law.

2025 RELEASE UNDER E.O. 14176

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10 (a) Mortgagor, on behalf of himself/herself and each and every person claiming by, through or under Mortgage, hereby waives any and all rights of redemption, statutory or other-wise, without prejudice to Mortgagee's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment or to effect satisfaction of all or any part of the indebtedness secured by this Mortgage, and without prejudice to Mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure.

be addressed to the mortgagee at

10. Any written notice to be issued to the mortgagee pursuant to the provisions of this instrument shall be addressed to the mortgagee at and any written notice to be issued to the mortgagor shall

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impact or preclude the enforcement of the remaining provisions or portions of this instrument.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

6. In the event the mortgagee fails to pay any Federal, state, or local tax assessment, income tax or other tax, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized as his agent to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagee shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and fees and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

5. In the event said property is sold as a judicial foreclosure sale or pursuant to the power of sale hereinbefore granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without need to appraise.

4. The proceeds of any sale of said property to accrete, with the prevailing parities shall be applied first to pay the costs and expenses of said sale; the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

3. In the event of a sale as hereinbefore provided, the mortgagee or any person in possession under the mortgage shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or the summarily dispossessed, in accordance with the provisions of law applicable to tenancy holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as irrevocable to the trustee for collection of said indebtedness provided by law.

(iii) take any other appropriate action pursuant to state or Federal statute, either in state or Federal court or otherwise for the disposition of the property.

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagee (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagee and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagee hereby consents and agrees upon which the execution of the power of sale herein granted depends, and the agent and attorney in fact of said mortgagee to make such recitals and to execute and conveyance and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, demand, dower, and all other exemptions of the mortgagee, all of which are hereby expressly waived and conveyed to the mortgagee or

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a), or

and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagee having waived and shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall fall to pay said indebtedness or any part thereof when due, or shall fall to

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TO (S) [illegible]

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MORTGAGE

TO

RECORDING DATA

RETURN TO:

Name

Address

Property of Cook County Clerk's Office

(Add Appropriate Acknowledgment)

.....
.....

Executed and delivered in the presence of the following witnesses:

.....
.....

In Witness Whereof, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

2008/08/08

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ADDITION

ADDITION

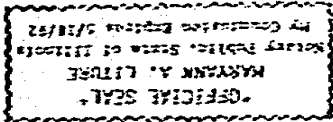
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ADDITION

Chicago, IL 60636
5250 N. Harlem Avenue
Columbia National Bank of Chicago
Patricia Mallett

This instrument prepared by:

Mallett



My Commission expires:

(NOTARIAL SEAL)

Maxym A. Lituse
Notary Public

1987
GIVEN under my hand and Notarial Seal this 16 day of March

forth.
The free and voluntary act of said bank, for the uses and purposes therein set
corporate seal of said bank to said instrument as his own free and voluntary, and as
that he, as custodian of the corporate seal of said bank, did affix the said
and the said
Secretary did also then and there acknowledge
free and voluntary act of said bank, for the uses and purposes therein set forth;
delivered the said instrument as their own free and voluntary act, and as the
appeared before me this day in person and acknowledged that they signed and
instrument, as such and respectively,
known to me to be the same persons whose names are subscribed to the foregoing
of said bank, personally
County, in the State aforesaid, DO HEREBY CERTIFY that
Notary Public in and for said

COUNTY OF ss.
STATE OF

Maxym A. Lituse
Notary Public

BY: *Patricia Mallett*
COLUMBIA NATIONAL BANK OF CHICAGO
not personally but as trustee as
aforesaid.
(CORPORATE SEAL) ATTEST:

Illinois.
Administration, Mortgage, covering real estate in Cook
not personally but as trustee as aforesaid. Mortgage, to Small Business
14, 1989 and the undersigned, Columbia National Bank of Chicago
This sheet is attached to and forms a part of the certain mortgage dated March
disposition thereof.
now any of the income thereon nor proceeds or avails of any sale or other
trust asset, any property now or hereafter held by it as trustee as aforesaid,
shall rest upon said bank to sequester, hold or maintain as a continuing
described in this mortgage, by enforcement of the lien hereof, and no duty
as such trustee shall be limited to and enforceable only out of the property
because or in respect of this mortgage or the said note, and its liability
said bank generally or in any capacity other than as trustee as aforesaid,
and no personal liability shall exist or be asserted or enforceable against the
full power and authority to execute this instrument and the note secured hereby;
and vested in it as such trustee (and said bank hereby warrants that it possesses
in the exercise of the power and authority conferred upon
2242
to Trust Agreement dated February 3, 1986, and known as Trust No.
not personally, but as trustee under a deed or deeds in trust delivered pursuant
Columbia National Bank of Chicago
This mortgage is executed by

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

RECORDED
INDEXED
MAY 10 19____

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

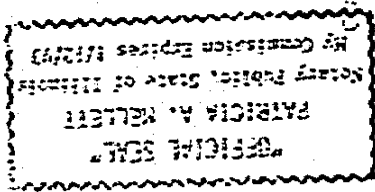
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

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My commission expires: _____

Notary Public

[Signature]

1989

Given under my hand and official seal this _____ day of _____

Personally known to me to be the same persons whose names are subscribed to the foregoing instruments, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____

STATE OF ILLINOIS)
COUNTY OF _____)
SS _____)

Date: March 14, 1989

[Signature]
* Nicolette Vizzone

Date: March 14, 1989

[Signature]
* Frank J. Vizzone

for its assigns, free and clear from all rights and benefit to the beneficiaries, their heirs, successors or assigns, under and by virtue of said homestead exemption laws.

Trust Agreement dated February 3, 1986, commonly known as Land Trust No. 2242, does hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois, and hereby authorizes the Bank, as Trustee, to execute any mortgage to the Columbia National Bank of Chicago

For valuable consideration in hand paid by the _____ of Chicago Columbia National Bank the undersigned, as beneficiary under _____ Columbia National Bank of Chicago

WAIVER OF HOMESTEAD EXEMPTION RIGHTS
(Land Trust Beneficiary)

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PROPERTY OF COOK COUNTY CLERK'S OFFICE
RECEIVED

DATE RECEIVED

AMOUNT PAID

Property of Cook County Clerk's Office

PROPERTY OF COOK COUNTY CLERK'S OFFICE
RECEIVED

COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE