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(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is dated July 7, 1983, by ANDREW S. MALLAKIS and MARY E. MALLAKIS, husband and wife ("Borrower"), to HARRIS BANK WILMETTE National Association, which is organized and existing under the laws of the UNITED STATES OF AMERICA, and whose address is 1701 SHERIDAN ROAD, WILMETTE, ILLINOIS 60091 ("Lender"). Borrower owes Lender the principal sum of Seventy thousand and no/100 Dollars (U.S.S. 70,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with full debt, if not paid earlier, due and payable on October 7, 1982. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

PARCEL 1:

UNIT NUMBER P316 IN 801 SOUTH PLYMOUTH COURT GARAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF LOTS 1 AND 2 IN BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN AND ADJOINING BLOCKS 127 TO 134, BOTH INCLUSIVE IN SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 32 NORTH, RANGE 14 AND THAT PART OF VACATED SOUTH PLYMOUTH COURT LYING WEST OF AND ADJOINING LOT 1 IN BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1, Aforesaid EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A-2' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26826099 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENT FOR VEHICULAR ACCESS AS CREATED BY THE OPERATING COVENANT RECORDED OCTOBER 14, 1983 AS DOCUMENT 26826096 AND AS OPERATED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 26, 1981 AND AGAIN AS TRUST MURDER 103467 TO ANASTASIO S. MALLAKIS AND MARY E. MALLAKIS, DATED OCTOBER 23, 1983 AND EXECRIZED NOVEMBER 6, 1983 AS DOCUMENT #33410004, IN COOK COUNTY, ILLINOIS.

P. I. N. #17-16-419-000-1315
which has the address of 801 S. Plymouth Ct. #P316
Illinois 60605 ("Property Address").

Chicago

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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 certifies that Borrower is lawfully vested 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.

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W. Jumette, IL 60091
1701 Sherman Rd., N.A.
Anton M. Anton

PREPARED BY AND MAIL TO:

114.00
113355 TELA 455 • 07/18/89 11135300
4474 E 455 • 07/18/89 11135300
00000000000000000000000000000000

DEPT-11

ISPECB

ISPECB Draw This Line Reserved For Lender and Recorder DEPT-11

LOSI K CASE
DEPT-11 SEAL
DRAFTS STICKER
12/22/90

Adoption motion expires

set forth

do hereby certify that Mary E. Mallat and Mary E. Mallat,
husband and wife, personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is the
agreed and delivered the said instrument as True and voluntary act, for the uses and purposes herein
set forth.

1. The undersigned

STATE OF ILLINOIS, COOK

County ss:

2. Mary E. Mallat

Mary E. Mallat

(Seal)

Mary E. Mallat

(Seal)

Mary E. Mallat

BY SIGNING THIS, Borrower accepts and agrees to the terms and conditions contained in this Security
Instrument and in any rider(s) executed by Borrower and recorded with it.

21. Adjustable Rate Rider Condominium Rider Planned Unit Development Rider
Qualified Payment Rider 2-4 Family Rider Other(s) [Specify]
22. Rider(s) to this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this
Security Instrument. [Check applicable box(s).]
With this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall
amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this
Security Instrument. [Check applicable box(s).]
23. Rider(s) to this Security Instrument, if one or more riders are executed by Borrower and recorded together
with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall
amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this
Security Instrument. [Check applicable box(s).]
24. Rider(s) to this Security Instrument, Borrower waives all right of action and remedies contained in the Property.
25. Rider(s) to this Security Instrument, Borrower shall pay any recording costs.
26. Rider(s) to this Security Instrument, Lender shall release this Security In-
strument without charge to Borrower and Borrower shall pay any recording costs.
27. Rider(s) to this Security Instrument, Lender shall release this Security In-

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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, for condemnation or taking of the Property or part thereof, or for conveyance in lieu thereof, are hereby assigned and shall be paid to Lender, subject to the terms of any lien which has priority over this Mortgage. Borrower agrees to execute such documents as may be required to effectuate this paragraph. Lender is hereby irrevocably authorized to apply or release such monies received or make settlement for such monies, in the same manner and with the same effect as provided for in this Mortgage for disposition or settlement of proceeds of Hazard insurance. No settlement for condemnation damages shall be made without Lender's prior written approval.

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 Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the 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 limit, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sum 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 operation 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, at the site 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 by 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. This loan shall not be assumed without the express written consent of Lender. If all or any part of the Property or any interest in it is sold or transferred for it 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, and without notice require immediate payment in full of all sums secured by this Security Instrument, and invoke its remedies hereunder. However, this option shall not be exercised by Lender if the exercise is prohibited by federal law as of the date of this Security Instrument.

Lender will not exercise this option if: (a) Borrower comes to be substituted to Lender information reported by Lender to evaluate the intended transferee so if a new loan were being made to the transferee; and (b) Lender in its sole discretion determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

18. Acceleration; Remedies. In the event of a breach of any covenant or agreement in this Security Instrument or in the event and before access to the payment of the Note secured hereby, Lender may accelerate all sums secured hereby without notice to Borrower.

19. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following a judicial sale, Lender (in person, its agent or his 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. Any 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 attorneys' fees, and then to the sums secured by this Security instrument.

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Requesting payment

Any amounts disbursed by Lender under this paragraph shall become additional debt of Bon Jovi secured by this Security Instrument, unless otherwise agreed by the parties.

6. Preservation and Maintenance of Property Leaseholders. Borrower shall not damage or substantially change the Property, allow the Property to deteriorate or commit waste if this Security Agreement is unperfected and Borrower shall comply with the provisions of the lease and if Borrower acquires title to the Property, the lessee shall not merge unless Lender agrees to the merger in writing.

of people who are due to the monolithic paradigm referred to as paradigmatic 1 and 2 or change the amount of the paradigmatic 1 and 2 or paradigmatic 3 and 4.

benefits, Turner is approached by a member of the claimant's family to settle the claim and to collect and apply the insurance proceeds. If property is required to be tendered, all but the sole and interest of Borker in the instrument must be delivered to the claimant in order to give effect to the intent of the beneficiaries.

If the property is abandoned by the Borrower, or Borrower fails to respond to Lender in writing within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance

need to be released under the Freedom of Information Act. The records may be released under the FOIA if they are relevant to the investigation or prosecution of a criminal offense.

But even to the terms of art used within his property over this Bottawatomet or Leighter under any circumstances may be Lender's sole discretion, be applied to the holder of the mortgage.

Lenders shall have the right to hold the collateral and renewals, if Lender's right to do so, Borrower shall promptly give to Lender copies of paid premiums and evidence of loss or paid up value of the collateral, Borrower shall give prompt notice to the insurance company and Lender shall have the right to collect any amounts due thereon.

All insurance policies and endorsements shall be applicable to Lender or and shall include a standard mortgage clause which may be incorporated by reference.

5. **Hazard reduction**. *Boatmen should keep the propeller clean, not exceeding or exceeding the limit of the propeller.*

the first 10 days of November. Between the 1st and 10th, the mean daily rainfall was 1.65 inches, while the mean daily rainfall for the entire month was 1.40 inches.

However, shall companies be held liable for damages resulting from their acts or omissions? This question has been the subject of considerable debate among scholars and practitioners.

People to which may attain present, over the declining instrument, and lessened payments of ground rents, if any one has, or has had, any interest in the land, and makes these payments directly. Borrower or shall promptly furnish to lender all notices of amounts

Article 14. The principal amount, plus interest accrued thereon, shall be paid by the debtor to the creditor at the time and place agreed upon, unless otherwise provided in the contract.

After numerous trials on the side of the "topped" solution no grounds held by Leader in the time of

amount of ~~the~~ funds held by Landers is not sufficient to pay the expenses made by Landers in the administration of the estate.

group set up which each donor to the Funds was made. The Funds were pledged as additional security for the sums advanced by this Society.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal and interest accrued on the debt for taxes and insurance. Subject to applicable law, the lender may collect reasonable attorney's fees and incidental expenses in connection with the collection of any amount due under this Note.