

WHEN RECORDED
MAIL TO:

BELMONT NATIONAL BANK OF CHICAGO
3179 N. Clark St.
Chicago, Illinois 60657
Attention: Loan Department

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

BELMONT NATIONAL BANK OF CHICAGO
3179 N. Clark Street
Chicago, Illinois 60657

\$18.00

MORTGAGE

THIS MORTGAGE made this 19th day of October, 19 90, between
SHIRLEY A. SOBIE, divorced and as yet unremarried
(hereinafter referred to as "Mortgagor") and the
BELMONT NATIONAL BANK OF CHICAGO (hereinafter referred to as the "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of _____
FIFTY TWO THOUSAND and NO/100
Dollars (\$ 52,000.00), which indebtedness
is evidenced by Mortgagor's Note dated October 19, 19 90 (hereinafter
referred to as the "Note"); and

WHEREAS, the Note provides for interest to be charged on the balance of
the principal remaining from time to time outstanding at a rate which shall be
adjusted at intervals of twelve months; and

WHEREAS, the initial interest rate charged under the Note for the first
twelve months is equal to NINE AND ONE HALF
percent (9.5%); and

WHEREAS, during the remaining term of the Note, interest shall be charged
on the balance of principal remaining from time to time outstanding at a rate
equal to three percent (3.00%) above the weekly average yield on United States
Treasury Securities adjusted to a constant maturity of one year and;

WHEREAS, the Note provides for initial monthly instalments of FOUR
HUNDRED THIRTY SEVEN and 24/100 Dollars (\$ 437.24)
on the first of each month commencing with December 1, 19 90
with the balance of the indebtedness, if not sooner paid, due and payable on
November 1, 2000 ~~XXXXXX~~

NOW, THEREFORE, Mortgagor, to secure the payment of the Note with interest
thereon, the payment of all other sums the interest thereon advanced in
accordance herewith to protect the security of this Mortgage, and the performance
of the covenants and agreements of Mortgagor herein contained. Mortgagor does
hereby mortgage, grant and convey the Mortgagee the following described real
estate located in the County of Cook, State of Illinois:

SEE LEGAL DESCRIPTION ATTACHED AND MADE A PART THEREOF.

COOK COUNTY, ILLINOIS

1990 OCT 28 AM 11:21

90523029

Permanent Tax No. 14-08-403-028-1158

which has the address of 5100 North Marine Drive Unit 16-A

Chicago, Illinois 60640
(herein "Property Address")

This instrument was prepared by: Elizabeth O'Hagan, Vice President
Belmont National Bank
3179 North Clark Street
Chicago, Illinois 60657

1982
Chicago 726 3621 no. Ashland 664403

90523029

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CONFIDENTIAL

NO. 10111 0001 1 100 0001 10
S&W F&W 0001 0001 10

00.819

Faint, illegible text, possibly a list or table of contents.

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TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, 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 the Mortgage is on a leasehold) are herein referred to as the "Premises".

Mortgagor covenants the Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and Mortgagor will warrant and defend generally the title to the Premises 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 Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

2. In addition, Mortgagor shall:

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.

(b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish Mortgages, upon request, with the original or duplicated receipts thereof, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

(c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, windstorm or such other hazards, as Mortgages may reasonably require to be insured against other policies providing for payment by the insurance companies or monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to Mortgages until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including the additional renewal policies shall be delivered to and kept by Mortgages and shall contain a clause satisfactory to Mortgages making them payable to Mortgages, as its interest may appear, and in case of loss under such policies, Mortgages is authorized to adjust, collect and compromise, in its discretion, sign, upon demand, all receipts, vouchers and releases required of it by the insurance companies; application by Mortgages of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgages. Mortgages may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least 10 days before such insurance shall expire. All policies shall provide further that Mortgages shall receive 10 days notice prior to cancellation.

(d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

(e) Keep said premises in good condition and repair without waste and free from any mechanics or other lien of claim not expressly subordinated to the lien hereof.

(f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or

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INVESTIGATION OF THE
DEPARTMENT OF JUSTICE
UNITED STATES OF AMERICA
WASHINGTON, D. C. 20535

MEMORANDUM FOR THE DIRECTOR
FROM THE ASSISTANT ATTORNEY GENERAL
DATE: 10/15/68

SUBJECT: [Illegible]

RE: [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

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10/15/68

(g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

(h) Comply with the provisions of any lease if this Mortgage is on a leasehold.

(i) Pay the premiums for any life disability or other insurance if Mortgagor shall procure contracts of insurance upon his life and disability insurance making Mortgagee assignee thereunder. In such event and upon failure of Mortgagor to pay the aforesaid premiums, Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this Mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

(j) In the event this Mortgage is on a unit in a condominium, perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium, the by-laws and regulations of the condominium and the constituent documents.

3. Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of Mortgagee shall, at the option of Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Mortgagee may do on Mortgagor's behalf everything so covenanted; Mortgagee may also do any act it may deem necessary to protect the lien hereof; and Mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorneys' fees and expenses, by Mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and maybe included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring Mortgagee to advance any monies for any purpose nor to do any act hereunder, and Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.

5. Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against Mortgagor, or Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owners' group, then and in any of said events, Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any monies of Mortgagor held by Mortgagee, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises en masse without the offering of the several parts separately.

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11th November 2011

Dear Sir,

I am pleased to inform you that your application for a grant of probate in respect of the estate of the late [Name] has been approved by the court.

The court has granted you the authority to administer the estate of the late [Name] and to distribute the assets of the estate in accordance with the will of the late [Name].

You are required to provide a full and accurate account of the estate to the court and to the beneficiaries of the estate.

The court has appointed you as the executor of the estate of the late [Name] and you are required to act in the best interests of the estate and the beneficiaries of the estate.

Yours faithfully,

[Signature]

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11/11/11

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6. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to mortgagor, or any party claiming under him, and without regard to the solvency of Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver, with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof, and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of twenty (20%) per annum, or if said rate of interest is higher than permitted by state law, then to the highest rate permitted by state law, which may be paid or incurred by or in behalf of Mortgagee for attorneys' fees, appraiser's fees, court costs and costs (which may be estimated as to include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by Mortgagor in connection with (a) any proceeding, including a probate or bankruptcy proceeding to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

7. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.

8. Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

9. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

10. The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.

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11. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

12. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordations of any documentation necessary to release this Mortgage.

13. Mortgagor hereby waives all right of homestead exemption in the Premises and grants to Mortgagee the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

14. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.

15. If Mortgagor is a corporation Mortgagor hereby waives any and all rights of redemption from sale under any order of decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgement creditors of Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

16. This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage on the day and year first above written at Chicago, Illinois.

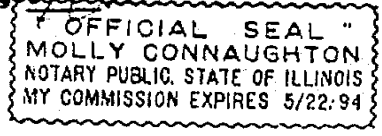
Shirley A. Sobie
SHIRLEY A. SOBIE

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT SHIRLEY A. SOBIE, DIVORCED AND AS YET UNREMARIED

personally known to me to be the same person(s) whose name(s) (is/~~are~~) subscribed to be the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Instruments as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 19 day of October 1994



Molly Connaughton
Notary Public

My commission expires _____

90523029

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INVESTIGATION REPORT
DATE: 10/15/2010
BY: [Name]
SUBJECT: [Subject]

1. [Text]

2. [Text]

3. [Text]

4. [Text]

5. [Text]

6. [Text]

7. [Text]

8. [Text]

9. [Text]

10. [Text]

11. [Text]

12. [Text]

13. [Text]

14. [Text]

15. [Text]

Property of Cook County Clerk's Office



BELMONT NATIONAL BANK

3179 North Clark Street, Chicago, Illinois 60657

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KNOW ALL MEN BY THESE PRESENTS, that SHIRLEY A. SOBIE, divorced and as yet unremarried

(hereinafter called the "Assignor"), in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto BELMONT NATIONAL BANK OF CHICAGO, 3179 North Clark Street, Chicago, Illinois 60657 (hereinafter called the "Assignee"), and their respective successors in office and assigns, all of the rents, issues and profits now due by virtue of any leases or sub-leases, whether written or verbal, or any letting or subletting or agreement for the use or occupancy of any part of the premises located upon the property described in the attached Exhibit "A" to which the Assignor is entitled. This assignment includes the rents, issues and profits now or hereafter due by virtue of the said leases or sub-leases, if any.

This agreement is made as additional security for the payment by the Assignor of the principal note dated October 19, 1990

~~20XX~~ in the sum of FIFTY TWO THOUSAND and NO/100 Dollars

(\$ 52,000.00), with interest as stipulated therein, executed and delivered by the said Assignor to the Assignee, and as additional security for the full and faithful performance by the said Assignor of all of the terms and conditions of a certain mortgage or deed of trust in the nature of a mortgage dated October 19, 1990, executed and delivered by the Assignor to the Assignee to secure the payment of the principal note covering the premises described in Exhibit "A".

Assignor agrees that this Assignment shall cover all future leases, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of said premises.

Assignor further agrees that it will not assign the rent or any part of the rent of said premises, or cancel or amend any lease now in existence or hereafter made, or collect rents thereunder for a period further in advance than thirty (30) days without the written consent of the Assignee, or do any other act whereby the lien of the aforesaid mortgage may, in the opinion of the Assignee, be impaired in value or quality.

Assignor further agrees that this Assignment shall remain in full force and effect so long as the principal note remains unpaid and that this Assignment may be enforced by the Assignee, its successors and assigns, or the holder of said note.

It is the intention of the Assignor to create a present assignment of all the rents, issues and profits now due or which may hereafter become due, under or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of the premises described in Exhibit "A", but in as much as this assignment is made as additional security for the payment of the principal note hereinabove set forth, it is agreed that the Assignee's rights to collect said rents shall be conditioned upon the existence of default in the payment of said principal note according to its terms or in the performance of the terms and conditions of the mortgage or trust deed and security agreement in the nature of a chattel mortgage executed and delivered by the Assignor to secure the payment of said principal note.

In the event of any such default referred to in the preceding paragraph hereof, Assignor does hereby authorize and empower the Assignee, its successors and assigns, or the holder of the principal note:

- (a) To collect all of the rents, issues and profits now due or which may hereafter become due, or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of said premises and to take such action, legal or equitable, as may be deemed necessary to receive payment of such rents, issues and profits;
- (b) To use and possess furniture, furnishings, equipment, name, signs, books, records and files, and all other personal property used in the operation of Assignor's business;
- (c) To operate the property and business of Assignor and pay all costs of operations, including costs not met from income collections obtained from such operations, and to make such other disbursements as may be reasonably necessary, in the opinion of the Assignee, to properly operate said property; and any and all such sums of money advanced for such purposes, or any of them, shall be deemed as additional principal sums secured by the mortgage or trust deed above described. Nothing herein contained, however, shall be construed as requiring Assignee to advance or expend money for any of the purposes aforesaid;
- (d) To execute new leases or modify existing leases.

In the event Assignee does take possession of the premises in question pursuant to the provisions of the Assignment, Assignee shall not, under any circumstances, be liable for the failure to collect rents.

Any amounts received or collected by Assignee, its successors or assigns by virtue of this Agreement shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of the holder of the principal note:

1. To the payment of all necessary expenses for the operation, protection and preservation of said premises, including the usual and customary fees for management services;
2. To the payment of taxes and assessments levied and assessed against the property described herein and said taxes and assessments become due and payable;
3. To the payment of premiums due and payable on policies insuring said premises;
4. To the payment of installments of principal and interest on the principal note as they become due and payable and to the payment of any other amounts which may become due and payable pursuant to the terms of said mortgage or trust deed; and
5. The balance remaining after payment of the above shall be paid to the then owner of record of said premises.

IN WITNESS WHEREOF, this Assignment of Rents has been executed and delivered by the Assignor this 19 day of

October, 1990.

Shirley A. Sobie
SHIRLEY A. SOBIE

Car. number 1263621 66A403

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PERMANENT INDEX NUMBER: 14-08-403-028-1158

Chicago, Illinois

Unit 16-A

PROPERTY ADDRESS: 5100 North Marine Drive

were recited and stipulated at length herein.
Declaration the same as though the provisions of said Declaration
conditions, restrictions and reservations contained in said
This Mortgage is subject to all rights, easements, covenants,
aforesaid.
of said property set forth in the Declaration of Condominium
described real estate, the rights and easements for the benefit
assigns, as rights and easements appurtenant to the above
Mortgagor also hereby grants to the mortgagee, its successors and
aforesaid.
of said property set forth in the Declaration of Condominium,
described real estate, the rights and easements for the benefit
assigns, as rights and easements appurtenant to the above
Grantor also hereby grants to the Grantee, its successors and
all in Cook County, Illinois
1907 in case number 28010 in Circuit Court of Cook County, Illinois
March 31, 1908 as Document 4179863 pursuant to decree entered July 18,
the west boundary line of Lincoln Park as established by plat recorded
Principal Meridian also accretion to lot 16 aforesaid lying westerly of
Argyle in Section 08, Township 40 North, Range 14 East of the Third
Lots 15 and 16 in White Galt and Proudfoot's subdivision of Block 4 in
a survey of the following described real estate:
Unit Number 16-A in the 5100 Marine Drive Condominium as delineated on

Legal description for Shirley A. Sobie, divorced and as yet unmarried