

Construction of Improvements
The Borrower has agreed to construct certain improvements on the Property as set forth in the Schedule of Improvements. The Borrower shall be responsible for obtaining all necessary permits, zoning approvals, and utility connections for such improvements. The Borrower shall not be entitled to a refund of any monies expended for such improvements should the improvements be discontinued or abandoned. The Borrower shall maintain the improvements in good repair and condition for the term of the Mortgage and for a period of two years thereafter. The Borrower shall be liable for the cost of repairs and maintenance of such improvements. The Borrower shall not be entitled to a refund of any monies expended for such repairs and maintenance should the improvements be discontinued or abandoned. The Borrower shall be liable for the cost of repairs and maintenance of such improvements.

Repair and Maintenance of Property
The Borrower shall be responsible for the repair and maintenance of the Property, including the roof, walls, floors, windows, doors, and fixtures. The Borrower shall be liable for the cost of repairs and maintenance of such items. The Borrower shall be responsible for the repair and maintenance of any improvements on the Property. The Borrower shall be liable for the cost of repairs and maintenance of such improvements. The Borrower shall be responsible for the repair and maintenance of any improvements on the Property. The Borrower shall be liable for the cost of repairs and maintenance of such improvements.

Fire and Casualty Insurance
The Borrower shall be responsible for obtaining and maintaining fire and casualty insurance on the Property for the full amount of the Mortgage. The Borrower shall be liable for the cost of such insurance. The Borrower shall be responsible for obtaining and maintaining fire and casualty insurance on the Property for the full amount of the Mortgage. The Borrower shall be liable for the cost of such insurance.

Life, Health or Accident Insurance
The Borrower shall be responsible for obtaining and maintaining life, health or accident insurance for the full amount of the Mortgage. The Borrower shall be liable for the cost of such insurance. The Borrower shall be responsible for obtaining and maintaining life, health or accident insurance for the full amount of the Mortgage. The Borrower shall be liable for the cost of such insurance.

Taxes and Other Sums Due
The Borrower shall be responsible for paying all taxes and other sums due on the Property, including property taxes, income taxes, and sales taxes. The Borrower shall be liable for the cost of such taxes and other sums. The Borrower shall be responsible for paying all taxes and other sums due on the Property, including property taxes, income taxes, and sales taxes. The Borrower shall be liable for the cost of such taxes and other sums.

Impositions
The Borrower shall be responsible for paying all impositions on the Property, including assessments, liens, and other charges. The Borrower shall be liable for the cost of such impositions. The Borrower shall be responsible for paying all impositions on the Property, including assessments, liens, and other charges. The Borrower shall be liable for the cost of such impositions.

Condemnation and Injury to Property
The Borrower shall be responsible for obtaining and maintaining condemnation and injury insurance on the Property for the full amount of the Mortgage. The Borrower shall be liable for the cost of such insurance. The Borrower shall be responsible for obtaining and maintaining condemnation and injury insurance on the Property for the full amount of the Mortgage. The Borrower shall be liable for the cost of such insurance.

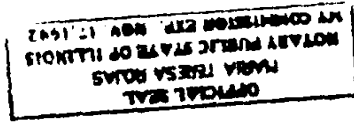
Disposition of the Proceeds of any Insurance Policy, Condemnation or Other Recovery
The Borrower shall be responsible for the disposition of the proceeds of any insurance policy, condemnation or other recovery on the Property. The Borrower shall be liable for the cost of such disposition. The Borrower shall be responsible for the disposition of the proceeds of any insurance policy, condemnation or other recovery on the Property. The Borrower shall be liable for the cost of such disposition.

Litigation
The Borrower shall be responsible for the cost of litigation in connection with the Mortgage. The Borrower shall be liable for the cost of such litigation. The Borrower shall be responsible for the cost of litigation in connection with the Mortgage. The Borrower shall be liable for the cost of such litigation.

Loan on Leasehold Estate
The Borrower shall be responsible for the cost of a loan on leasehold estate on the Property. The Borrower shall be liable for the cost of such loan. The Borrower shall be responsible for the cost of a loan on leasehold estate on the Property. The Borrower shall be liable for the cost of such loan.

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ILLINOIS NOTARY PUBLIC



Maria Teresa Rojas
Notary Public

My commission expires

I, **Maria Teresa Rojas**, Notary Public for the State of Illinois, do hereby certify that **GREGORY RUSSELL and DEBRA A. RUSSELL, HUSBAND AND WIFE** are the same persons whose names appear in the instrument above referred to and that the same instrument appeared before me and they were present at the time and place stated in said instrument and that they acknowledged the same to me as Notary Public on the **30th** day of **April**, 19**90**.

State of Illinois, **Cook** County ss.

Debra A. Russell
Borrower

Signature of Borrower

BORROWER REQUESTS THAT A COPY OF AN NOTICE OF DEFAULT AND AN NOTICE OF SALE HE HUNDRETH BE MAILED TO BORROWER AT THE ADDRESS HEREINAFTER SET FORTH

1. **Waiver of Home Address** Borrower hereby waives all right of homestead exemption in such property as is described in the attached Schedule B and agrees to the terms hereof. Any notice of this Mortgage shall be deemed given when it is received by the lender at the address of the Borrower at the address of the Borrower as it appears in the notes.

2. **Notice to Borrower** Any notice of this Mortgage shall be deemed given when it is received by the lender at the address of the Borrower at the address of the Borrower as it appears in the notes.

3. **General Provisions** This Mortgage secures to the lender, its assigns, heirs, legatees, and assigns, all rights, claims, and interests in the property described in Schedule B, including the right to foreclose, subject to the provisions of the applicable statute of limitations.

4. **Adjustable Rate Mortgage Provisions** The rate of interest on this Mortgage shall be an adjustable rate as defined in the notes. The rate of interest shall be determined by the lender at its discretion and shall be subject to the provisions of the applicable statute of limitations.

5. **Indebtedness** The Borrower acknowledges that the amount of the indebtedness secured by this Mortgage is now or hereafter used for commercial or residential purposes.

6. **Waiver of Defenses** Borrower waives all defenses, claims, and provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage.

7. **Assignment** This Mortgage shall be assignable by the lender and its assigns and shall be deemed to have been assigned to the lender at the time of its recording.

8. **Severability** If any part of this Mortgage is held to be unenforceable or invalid, the remainder of this Mortgage shall survive and remain in full force and effect.

9. **Entire Agreement** This Mortgage and the notes secured hereby constitute the entire agreement between the lender and the Borrower and supersede all other agreements, understandings, and negotiations between them.

10. **Counterparts** This Mortgage may be executed in counterparts, each of which shall be deemed to be a copy of this Mortgage and all of which when taken together shall be deemed to constitute one and the same agreement.

11. **Successors** This Mortgage shall bind the Borrower and its heirs, assigns, and personal representatives.

12. **Force Majeure** If the performance of this Mortgage is prevented by fire, flood, war, or other force majeure, the performance of this Mortgage shall be suspended until the cause of the suspension is removed.

13. **Amendment** This Mortgage may be amended or modified by a written instrument signed by the lender and the Borrower.

14. **Integration** This Mortgage is intended to be an integrated agreement and shall be deemed to be the entire agreement between the lender and the Borrower.

15. **Construction** This Mortgage shall be construed according to the intent and purpose of the parties and shall be construed and governed by the laws of the United States and the laws and regulations promulgated thereunder, including the Federal Reserve Act and regulations thereunder.

16. **Assignment of Rights** The lender may assign all or part of its rights and obligations under this Mortgage to a third party.

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PARCEL 1: THE NORTH 21.95 FEET OF THAT PART OF THE EAST 72.0 FEET OF THE SOUTH 349.0 FEET OF BLOCK 9, LYING SOUTH OF A LINE DRAWN FROM A POINT 155.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID EAST 72.0 FEET, TO A POINT 154.68 FEET NORTH OF THE SOUTHEAST CORNER OF SAID EAST 72.0 FEET, IN DEARBORN PARK UNIT NUMBER 2, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 50 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR USE AND ENJOYMENT AND INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER, UPON, AND ACROSS THE COMMON AREA AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT C TO THE DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR DEARBORN PARK II ROWHOUSES RECORDED AS DOCUMENT 89275863 AND RE-RECORDED AS DOCUMENT NO. 90031164 IN COOK COUNTY, ILLINOIS.

GRANTOR FURTHER GRANTS TO GRANTEE, THEIR SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFORESAID DECLARATION AND THE DECLARATION OF COVENANTS AND PARTY WALL AGREEMENTS FOR DEARBORN PARK II ROWHOUSES RECORDED AS DOCUMENT NO. 89275864, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN AND THE RIGHT TO GRANT OR CLARIFY AN EASEMENT TO THE CITY OF CHICAGO FOR USE OF THE EXISTING SUBWAY TUBE UNDER THE LAND.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATIONS, THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATIONS WERE RECITED AND STIPULATED AT LENGTH.

Commonly known as: 1542 S. State Parkway
Chicago, Illinois 60605

Permanent Index No.: 17-21-210-025-0000

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFORESAID DECLARATIONS.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATIONS THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATIONS WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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