

# UNOFFICIAL COPY MORTGAGE

30220360

THIS INDENTURE WITNESSETH: That the undersigned

JAMES R. NEBELSKI AND JANICE V. NEBELSKI, HIS WIFE

of the City of Chicago County of Cook State of Illinois,  
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

## DAMEN SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Lot 2 in McNew's Resubdivision of Lot 14 in Third Addition to Lynwood's Subdivision of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 5, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

9100 Lynwood Drive Oak Lawn, Illinois 60453  
Permanent Index # 24-05-417-040

"This mortgage hereby incorporates the Affidavit of Occupancy dated April 19, 1990."

30220360

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of

SEVENTY THOUSAND AND NO/100----- Dollars (\$ 70,000.00 ), which note,

together with interest thereon as provided by said note, is payable in monthly installments of SEVEN HUNDRED THIRTY AND 96/100 or more----- DOLLARS (\$ 730.96 or more )

on the 1st day of each month, commencing with June 1, 1990 until the entire sum is paid.

It is further agreed and understood by and between the parties hereto that should the above described real estate, at any time hereafter, be sold or title thereto transferred by deed of conveyance or by operation of law, then the amount of principal balance then remaining due secured by this mortgage shall become immediately due and payable at any time hereafter at the option of the owner or holder of this mortgage. Acceptance of any monthly installment payments on account of said obligation by the owner or holder of this mortgage shall not, in any way, constitute a waiver by the owner or holder of this option to accelerate the payment of the entire obligation secured by this mortgage.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

### A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys 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 the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the 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.

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UNOFFICIAL COPY

Loan No. DR 8789-1

MORTGAGE

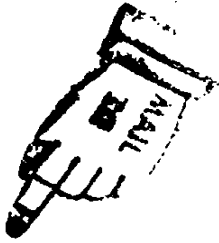
JAMES R. NEBELSKI AND

JANICE V. NEBELSKI, HIS WIFE

DAMEN SAVINGS AND LOAN ASSOCIATION

TO

DAMEN SAVINGS and LOAN ASSOCIATION
5100 South Damen Avenue
Chicago, Illinois 60609



Damen Savings and Loan Association
5100 South Damen Avenue, Chicago, Ill.

My Commission Expires

NOTARY PUBLIC STATE OF ILLINOIS
KENNETH D. VANEK
MY COMMISSION EXPIRES 2/14/92

CONVENTION, with Hand and Material Seal, this 4th day of May, A. D. 1990

DO HEREBY CERTIFY that James R. Nebelski and Janice V. Nebelski, his wife personally known to me to be the same persons (MM) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS
COUNTY OF Cook
I, Kenneth D. Vaneck, a Notary Public in and for said county, in the State aforesaid, do hereby certify that James R. Nebelski and Janice V. Nebelski, his wife, personally known to me to be the same persons (MM) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 4th day of May, A. D. 1990

That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time and without notice to the Mortgagor, or any party claiming under him, 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 Master's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a deficiency of said premises, or not, such receiver 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 seven per cent (7%) per annum, which may be paid or incurred by or on behalf of the Mortgagor, and deemed by the Mortgagor to be reasonably 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 the Mortgagor in connection with (a) any proceeding including a foreclosure 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, whether or not actually commenced. 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.

(1) That in the case of failure to perform any of the covenants herein, the Mortgagor may do on the Mortgagor's behalf everything so covenanted; that the Mortgagor may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagor for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contact shall become so much additional indebtedness hereby secured and may be 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; that it shall not be obligatory upon the Mortgagor to inquire into the validity of any lien, encumbrance or claim in advance of moneys for any purpose not to do any act hereunder; and that Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder; (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under Section 4(a) of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section 4(a) above; or for either purpose.

(3) That time is of the essence hereof, and it default be made in performance of any covenant herein contained 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 said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the 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 the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereof by created or the priority of said lien or any right of the 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 indebtedness of the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises embase without offering the several parts separately.

8. MORTGAGOR FURTHER COVENANTS:

093022200

ASSIGNMENT OF RENTS 90220361  
**UNOFFICIAL COPY**

Know all men by these presents, that whereas,

JAMES R. NEBELSKI AND JANICE V. NEBELSKI, HIS WIFE  
of the City of Chicago County of Cook and State of ILLINOIS  
in order to secure an indebtedness of SEVENTY THOUSAND AND NO/100-----DOLLARS  
executed a mortgage of even date herewith, mortgaging to  
DAMEN SAVINGS AND LOAN ASSOCIATION  
the following described real estate:

Lot 2 in McNew's Resubdivision of Lot 14 in Third Addition to Lynwood's  
Subdivision of the Northwest ¼ of the Southeast ¼ of Section 5, Township  
37 North, Range 13, East of the Third Principal Meridian, in Cook County,  
Illinois.

9100 Lynwood Drive, Oak Lawn Illinois 60453  
Permanent Index # 24-05-417-040

90220361  
MAY 4 1990  
MAY 4 1990  
MAY 4 1990  
MAY 4 1990

and, whereas, DAMEN SAVINGS AND LOAN ASSOCIATION  
is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the con-  
sideration of said transaction, the said James R. Nebelski and  
Janice V. Nebelski, his wife  
hereby assign, transfer and set over unto  
DAMEN SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Association, and, or its successors and assigns, all the rents now due or  
which may hereafter become due under or by virtue of any lease, either oral or written, or any letting  
of, or any agreement for the use or occupancy of any part of the premises herein described, which may  
have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to  
by the Association under the power herein granted, it being the intention hereby to establish an absolute  
transfer and assignment of all such leases and agreements and all the avails hereunder unto the Asso-  
ciation and especially those certain leases and agreements now existing upon the property herein-  
above described.

The undersigned do hereby irrevocably appoint the Association their true and lawful  
attorney in fact, in the name and stead of the undersigned to collect all of said rents now due or  
arising or accruing at any time hereafter under each and every of the leases and agreements, written  
or verbal, existing or to exist hereafter, for said premises, and to use such measures, legal or equitable,  
as in its discretion may be deemed proper or necessary to enforce the payment or security of such  
rents, or to secure and maintain possession of said premises or any part thereof, and to fill any and  
all vacancies, and to rent, lease or let any portion of said premises to any party or parties at its dis-  
cretion, for such rental or rentals as it may determine, hereby granting full power and authority to  
exercise each and every the rights, privileges and powers herein granted at any and all times here-  
after without notice to the undersigned or to their executors, administrators and assigns, and  
further, with power to use and apply said rents (after the payment of all necessary costs and expenses  
of the care and management of said premises, including taxes and assessments, and commission for  
leasing said premises and collecting rents therefrom paid to any real estate broker appointed by the  
Association at the usual and customary rates then in effect in the City of Chicago, County of Cook,  
Illinois) to the payment of the indebtedness secured by said mortgage or incurred thereunder, due  
or to become due, or that may be hereafter contracted, hereby ratifying and confirming all that said  
attorney may do by virtue hereof.

It is further understood and agreed that the Association may, at its discretion, retain, appoint  
or employ attorneys, agents or servants for the purpose of exercising any of the powers and authority  
herein granted and the Association shall not be liable for any default, miscarriage, acts or omissions  
of such attorneys, agents or servants, if such attorneys, agents or servants were selected with reason-  
able care.

This assignment of rents shall operate only after 30 days' default in any of the payments required  
by the mortgage hereinbefore described, or immediately upon the breach of any of the covenants  
therein contained; and when out of the net rents collected hereunder there shall have been paid all  
the said indebtedness and liabilities, then this instrument shall become void and the Association shall  
release the same by written instrument.

And it is further agreed that no decree or judgment which may be entered on any debts secured  
or intended to be secured hereby shall operate to abrogate or lessen the effect of this instrument,  
but that the same shall continue in full force until the payment and discharge of any and all indebted-  
ness and liabilities secured hereby in whatsoever form the same may be.

IN WITNESS whereof the undersigned ~~has~~ have hereunto set their hand <sup>s</sup> and seal <sup>s</sup>  
this 4th day of May A. D. 1990

JRN James R. Nebelski (SEAL)  
JVN Janice V. Nebelski (SEAL)  
(SEAL)

51230358C AH

90220361

90220361

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I, Kenneth D. Vanek a Notary Public  
in and for and residing in said County, in the State of Illinois, DO HEREBY CER-  
TIFY that JAMES R. NEBELSKI AND  
JANICE V. NEBELSKI, HIS WIFE

who are personally known to me to be the same person<sup>S</sup> whose name<sup>S</sup>  
are subscribed to the foregoing Instrument, 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.

GIVEN under my hand and Notarial Seal, this 4th  
day of May, A. D. 19 90

*Kenneth D. Vanek*  
Notary Public.

" OFFICIAL SEAL "  
KENNETH D. VANEK  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/14/92

This instrument was prepared by:  
Laura Gordon  
Damen Savings and Loan Association  
5100 South Damen Avenue, Chicago, Ill.

Property of Cook County Clerk's Office



MAIL TO:  
DAMEN SAVINGS AND LOAN ASSN.  
5100 So. Damen Ave.  
Chicago, IL 60609

Assignment of Rents  
30220361

JAMES R. NEBELSKI AND  
JANICE V. NEBELSKI, HIS WIFE  
TO  
DAMEN SAVINGS AND LOAN ASSOCIATION



# UNOFFICIAL COPY

## WARRANTY DEED Joint Tenancy for Illinois

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

SHS 1230577C

90220362

THIS INDENTURE, Made this 24th day of April,  
19 90 between SUE H. KING +/K/a Susan Siegel  
King, Divorcee and not since remarried  
of the City of Hesperia in the County of San  
Bernadine, and State of California party of the first  
part, and Harold Levy and Alice Levy, his  
wife, Unit 1513, 4250 Marine Drive,  
Chicago, Illinois,

(NAME AND ADDRESS OF GRANTEE(S))

parties of the second part, WITNESSETH, That the part y of the  
first part, for and in consideration of the sum of Ten (\$10.00)  
Dollars and other good and valuable  
consideration in hand paid, convey

Above Space For Recorder's Use Only

and warrant to the parties of the second part, not in tenancy in common, but in joint tenancy, the following described  
Real Estate, to-wit:

Condominium unit more fully described in Exhibit A  
attached hereto and by this reference made a part hereof  
as though fully set forth herein,

Subject to:

- 1) Covenants, conditions and restrictions of record;
- 2) Public and utility easements, and private easements;
- 3) Party wall rights and agreements and condominium declaration;
- 4) Unconfirmed special tax or assessment;
- 5) General taxes for 1989 and subsequent years.

### EXHIBIT "A" 90220362

UNIT 1513 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE  
COMMON ELEMENTS IN THE IMPERIAL TOWERS CONDOMINIUM AS DELINEATED  
AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER  
24165981, AS AMENDED FROM TIME TO TIME, IN THE SOUTHWEST 1/4 OF  
SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 14-16-301-041-1337

Address(es) of Real Estate: Unit 1513 South Tower, 4250 Marine Drive, Chicago, Ill. 60613

IN WITNESS WHEREOF, the part y of the first part has hereunto set her hand and seal the day  
and year first above written.

X Sue H. King (SEAL)  
Sue H. King

+/K/a Susan Siegel King (SEAL)

Please print or type name(s) below signature(s) (SEAL)

(SEAL)

This instrument was prepared by Arthur D. Nordenberg, 608 South Washington Street, Naperville,  
(NAME AND ADDRESS) Illinois 60540

Send subsequent tax bills to \_\_\_\_\_ (NAME AND ADDRESS)

90220362

BZ

# UNOFFICIAL COPY

STATE OF CALIFORNIA }  
COUNTY OF SAN BERNARDINO } ss.

I, MARTHA W. SABLE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SUE H. KING

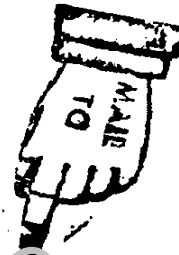
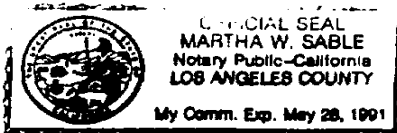
~~personally known to~~ proved to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth,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

Given under my hand and official seal this 24th day of April, 1990.

(Impress Seal Here)

*Martha W. Sable*  
Notary Public

Commission Expires May 28, 1991



mail to

Box 90223362

## Warranty Deed

JOINT TENANCY FOR ILLINOIS

TO

ADDRESS OF PROPERTY:

MAIL TO:

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

29302206

Send subsequent tax bills to

This instrument was prepared by Arthur D. Nordenberg, 608 South Washington Street, Naperville, Illinois 60540 (NAME AND ADDRESS)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Please print or type name(s) below signature(s)

X *[Signature]*  
Sue H. King  
f/k/a Susan Siegel King

IN WITNESS WHEREOF, the part Y of the first part has hereunto set her hand and seal the day and year first above written.

Address(es) of Real Estate: Unit 1513 South Tower, 4250 Marine Drive, Chicago, Ill. 60613

Permanent Real Estate Index Number(s): 14-16-301-041-1337

TO HAVE AND TO HOLD the above granted premises unto the parties of the second part forever, not in tenancy in common, but in joint tenancy.

situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Property of Cook County Clerk's Office

parties of the second part, WITNESSETH, That the part Y of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable

THIS INDENTURE, Made this 24th day of April, 1990 between SUE H. KING f/k/a Susan Siegel, Mayor, Elector and all other remaining of the City of Los Angeles in the County of San Bernardino and State of California part and Harold Levy and Alice Levy, his wife, Unit 1513, 4250 Marine Drive, Chicago, Illinois (NAME AND ADDRESS OF GRANTEE)

902020362

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the author of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

WARRANTY DEED  
Joint Tenancy for Illinois

FORM NO. 221  
February, 1985

GEORGE E. COLE  
LEGAL FORMS

205776-115

Box \_\_\_\_\_ 50220362

# Warranty Deed

JOINT TENANCY FOR ILLINOIS

UNOFFICIAL COPY

ADDRESS OF PROPERTY:

TO

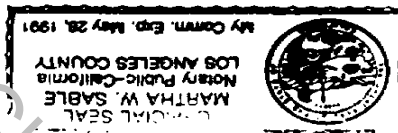
MAIL TO:

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office



Mail to



Commission Expires May 28, 1991

(Impress Seal Here)

Given under my hand and official seal this 24th day of APRIL, 1990

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

State aforesaid, DO HEREBY CERTIFY that  
I, MARTHA W. SABLE  
a Notary Public in and for said County, in the

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
ss.

Notary Public



01226362

INDIVIDUAL ACKNOWLEDGMENT

MO 211

State of California }  
County of San Bernardino } ss.

On this the 24th day of April 1990 before me,

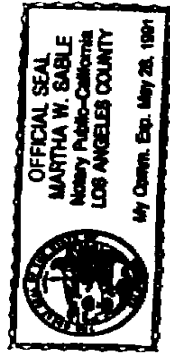
Martha W. Sable

the undersigned Notary Public, personally appeared

Sue H. King ~~and~~ Susan Siegel King  
Divorced and since remarried.  
personally known to me.

I approved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the  
within instrument, and acknowledged that she executed it  
WITNESS my hand and official seal



*Martha W. Sable*  
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:  
Title or type of Document Warranty Deed  
Number of Pages 1  
Date of Document April 24, 1990  
Signer(s) Other Than Named Above None