

UNOFFICIAL COPY 805778

CITIBANK, FEDERAL SAVINGS BANK, ONE SOUTH DEANOR, STREET, CHICAGO, IL 60603

391-000-740-0

DATE	12-22-90	LOAN DATE	6-21-90
AMOUNT	155,399.68	DESCRIPTION OF LOAN	148,000.00
DATE	12-22-90		

THOMAS J. PIEGUCH
 CLARA JANE PIEGUCH, HIS WIFE
 864-66 NORTH PAULINA
 CHICAGO, IL 60622

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned Mortgagor(s) named above (hereinafter called Mortgagors) have become justly indebted to the company named above (hereinafter called the Mortgagee) in the amount shown above as Amount of Loan together with interest thereon and lawful charges as provided in and evidenced by a promissory note of even date herewith, in and by which said note the Mortgagors promise to pay the Amount of Loan together with interest and lawful charges in one or more installments, and whereas, said Mortgagors are desirous of securing the prompt payment of said note at the time and in the manner specified therein

NOW, THEREFORE, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said Mortgagors have bargained and sold, and do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in COOK County and State of Illinois, to-wit:

PARCEL 1: THE SOUTH 1/2 OF LOT 12 IN BLOCK 19 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 1/2 OF LOT 13 IN BLOCK 19 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I. D. #17-06-430-023-0000 AND #17-06-430-024-0000
 COMMONLY KNOWN AS: 864-66 NORTH PAULINA, CHICAGO, IL 60622
 *10.00% PER ANNUM

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof (so long and during all such times as Mortgagors may be entitled thereto) which are pledged primarily and on a parity with said real estate (and not secondarily) and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether such systems are centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All items or appurtenances so declared to be a part of said real estate (whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or art, be hereafter placed on the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

HEREBY releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois and hereby warranting said real estate free from all encumbrances, and against any adverse claims other than those of ad valorem taxes for the current tax year and a mortgage in favor of N/A (if none, so state)

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee and its assigns forever, and for the purpose of further securing the payment of all promissory note Mortgagors do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should they make default in the payment of same, the said Mortgagee may at its option, pay all the same, all amounts so expended by said Mortgagee shall become a debt to said Mortgagee additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest at the rate provided for in the promissory note from date of payment by said Mortgagee and be due and payable at the maturity of any of the principal or any interest thereon.

UPON CONDITION, HOWEVER, that if said Mortgagors pay said note and reimburse said Mortgagee for any amounts it may have expended as taxes, assessments or other charges and interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum so expended by the said Mortgagee, or in the payment of said note or any part thereof, or the interest thereon, or any part thereof, at the time and in the manner specified therein for the payment thereof, or should said note or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or of its assigns in said property become unperfected by reason of the occurrence of any prior lien or incumbrance thereon to as to endanger the debt hereby secured, then in any one of said events the whole of the said indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure at now provided by law in case of real estate mortgages. If in any part of the property is sold or transferred without the express written consent of the Mortgagee, Mortgagee may at its sole option, declare all sums due and payable by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Mortgagee if certain is not authorized by Federal Law. In any suit to foreclose the lien hereon or there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and export evidence, stamp duty, charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examining same, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become an additional debt or indebtedness secured hereby and immediately due and payable with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (1) any proceeding including probate and bankruptcy proceedings, in which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured, or (2) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (3) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

Upon the filing of Any Bill or Suit to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint any proper person, receiver with power to collect the rents, issues and profits arising out of said premises during pendency of such foreclosure suit and until the time to redeem the same from any sale that may be made under any decree or judgment foreclosing this mortgage shall expire, and such rents, issues and profits, when collected, may be applied toward the payment of the indebtedness and costs therein mentioned and described. And upon the foreclosure and sale of said premises there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises and reasonable attorneys' or solicitors' fees to be included in the decree, and all money advanced for taxes, assessments and other liens, then there shall be paid to principal of said note whether due and payable by the terms thereof or not, and the interest thereon. The receipt, if any, on reasonable request shall be paid to the Mortgagors, and it shall not be the duty of the purchaser at such sale to see to the application of the purchase money.

WITNESS our hands and seals this 21ST day of JUNE, 1990.

 Mortgagors

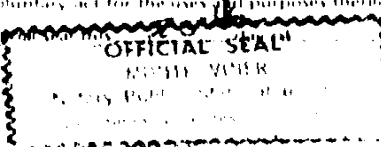
ACKNOWLEDGMENT
 STATE OF ILLINOIS COUNTY OF COOK TO WIT
 I, the undersigned, a Notary Public, hereby certify that THOMAS J. PIEGUCH & CLARA JANE PIEGUCH HIS WIFE personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of their 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 seal of office this June day of AD 19 90

 Notary Public

HELEN DEANOVICH
 This instrument was prepared by
 ORIGINAL

7263115 for facio

90305778



UNOFFICIAL COPY

AFTER RECORDING
MAIL THIS INSTRUMENT TO

NAME _____
ADDRESS _____
CITY _____
DATE _____ INITIALS _____

Real Estate Mortgage

FROM

TO

90305778

ILLINOIS 30740 (0.88) 749 L

CHICAGO TITLE INS.
GE

90305778

3892003

3892003

DUPLICATE

DEPT-01 RECORDING
FROM 0178 06/26/90 16:06:00
#4446 # *-90-305778
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

1-4 FAMILY RIDER
(Assignment of Rents)

391-000-740-0

THIS 1-4 FAMILY RIDER is made this 21ST day of JUNE, 19 90, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CITIBANK, FEDERAL SAVINGS BANK (the

"Lender") of the same date and covering the property described in the Security Instrument and located at: 864-66 NORTH PAULINA, CHICAGO, IL 60622

(PROPERTY ADDRESS)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE " DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.


If Lender gives notice of breach to Borrower; (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

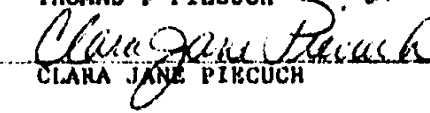
Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

30305778

THOMAS F. PIECUCH (Seal) -- BORROWER


CLARA JANE PIECUCH (Seal) -- BORROWER