

UNOFFICIAL COPY

MORTGAGE

91590351

THIS INDENTURE WITNESSETH: That the undersigned, Kenneth Javor, a married person

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

Daniel M. Vollman

referred to as the Mortgagee, the following real estate, situated in the County of Cook, hereinafter in the State of Illinois, to wit:

Lor 20, in Block 3, in Austins Subdivision of the East 1/2 of the Northeast 1/4, of Section 8 Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 16-08-215-018

See Rider Attached & Made a Part Hereof.

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COOK COUNTY RECORDER

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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 Ten-Thousand-and-no/100 Dollars (\$10,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of Two-Hundred-Fifty-and-no/100 DOLLARS (\$250.00) on the 1st day of each month, commencing with December 1, 1991 until the entire sum is paid, except that the final payment of principal and interest, if not sooner paid shall be due on the thirty-first day of October, 1992.

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.

Handwritten notes: 4/15/91 @ 15:06 H

91590351

Handwritten initials/signature

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MORTGAGE

Box

My Commission Expires

to

No.



THA M. RUSCO
Notary Public, State of Illinois
My Commission Expires 9/28/95

Notarized
Emriod Volkman
76 Chicago Ave
East York Pa
60502

Notary Public
A. D. 1991

GIVEN under my hand and Notarial Seal, this _____ day of _____, 1991, before me this day in person and acknowledged that _____ personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared and delivered the said instrument, signed, sealed and acknowledged that _____ DO HEREBY CERTIFY that _____ a Notary Public in and for said county, in the State aforesaid, Kenneth Javor, a married person.

STATE OF ILLINOIS
COUNTY OF COOK
The Underwriter
Kenneth Javor
(SEAL)
(SEAL)

day of November
A. D. 1991
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, 1991.

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any money paid or disbursed by the Mortgagee for any of the above purposes; and such money together with interest thereon at the highest rate for which it is then lawful to contract shall become due and such 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 insure into the validity of any lien, encumbrance, or claim in advance of any money for any purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder; hereinafter contained shall be construed as requiring the Mortgagee to advance any money for any purpose nor to do any act 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 the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premium; (3) That time is of the essence hereof, and if 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 of 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 hereby 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 to 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 mortgaged without offering the several parts separately; (4) That upon 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 Mortgagor'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 decree therefor in personam 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 eight per cent (8%) per annum, which may be paid or incurred by the Mortgagee and deemed by the Mortgagee to be reasonably necessary to protect the interest of the Mortgagor in such sale or to induce bidders at any sale held pursuant to such decree to 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 probate or bankruptcy proceedings 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 release 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.

B. MORTGAGOR FURTHER COVENANTS:

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subsequent purchasers;

parcels shall remain in the same condition for the use of any and all
rate of either of the said parcels, that the dividing walk between the said

WHEREAS, it is the intention of the parties that in the event of the

indicated by the survey attached hereto as Exhibit "A", and

WHEREAS, there exists a common walk dividing the aforesaid parcels as

commonly known as 632 North Central, Chicago, Illinois

P.I.N. 16-08-215-019

COUNTY, ILLINOIS

EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK

1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13,

SECTION 8, AND THE WEST 1/2 OF THE NORTHWEST

OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF

AUSTINVILLE, BEING AUSTIN AND MERRICK'S SUBDIVISION

LOT 21 AND THE NORTH 9 WEST OF LOT 22 IN BLOCK 3, IN

property:

113025-02 dated November 11, 1990 in the owner of the following described

WHEREAS, AMERICAN NATIONAL BANK OF CHICAGO under trust number

commonly known as 638 North Central, Chicago, Illinois

P.I.N. 16-08-215-018

ILLINOIS

12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY

OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE

LOT 20, IN BLOCK 3, IN AUSTIN SUBDIVISION OF THE EAST 1/2

1, 1973, in the owner of the following described parcel:

WHEREAS, AUSTIN BANK OF CHICAGO under trust number 5414 dated August

Illinois.

number 113025-02 dated November 26, 1990 of 33 North LaSalle, Chicago,

Avn., Chicago, Illinois and AMERICAN NATIONAL BANK OF CHICAGO under trust

and Trust Company

BANK OF CHICAGO under trust number 5414 dated August 1, 1973 of 6400 West North

This Agreement made this 18th day of December, 1990, between AUSTIN

PARTY WALK AGREEMENT

91213746

of certain Mortgage dated 11/1/91 to Daniel M. Volman

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1/10/2010

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NOW, THEREFORE, the aforesaid parties, in order to protect each and every other purchaser, his successors and assigns, of any parcels as aforesaid, do hereby create easements in the said party walk between the parcels, as follows:

1. The said dividing walk is hereby declared to be a party walk between the adjoining residences created on said premises.

2. The cost of maintaining the party walk shall be borne equally by the owners on either side of said walk.

3. The said party walk shall not be materially altered or changed by any of the parties nor shall any of the parties have the right to add to or detract from the party walk in any manner whatsoever, it being the intention that the party walk shall at all times remain in the same position as when created. If it becomes necessary to repair or rebuild the party walk or any portion thereof, the same shall be rebuilt in the same place where it now stands.

4. In the event of damage or destruction of said walk from any cause, other than the negligence of either party thereto, the owners shall, at joint expense, repair or rebuild said walk and each party, his successors and assigns, shall have the right to the full use of said walk so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said walk, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay for his share, or all of such costs in the case of negligence, the other party may have said walk repaired or reconstructed and shall be entitled to have a mechanics' lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement cost.

5. Neither party shall alter or change said party walk in any manner, and said party walk shall always remain in the same location as when created and each party to said common or division walk shall have a perpetual easement in that part of the premises of the other on which said party walk is located, for party walk purposes.

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11/11/11

6. The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to either parcel hereinabove described, shall be deemed to accept said deed with the understanding that he shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument.

7. This Agreement shall be binding upon the undersigned, their successors, assigns and grantees.

IN WITNESS WHEREOF, the parties have caused the undersigned, to be signed the day and date first above written.

AUSTIN BANK OF CHICAGO, Under Trust
Number 5414, dated August 1, 1979

and its company
AMERICAN NATIONAL BANK OF CHICAGO
Under Trust Number 113025-02
dated November 26, 1990

By: [Signature]
Its: Vice President

By: [Signature]
Its: Authorized Officer

STATE OF ILLINOIS) ss.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named (Assistant)(Trust Officer) and (Assistant)(Trust Officer) of AUSTIN BANK OF CHICAGO an Illinois banking corporation, (Trust Officer) respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant)(Trust Officer) respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth; and the said (Assistant)(Trust Officer) then and there acknowledged that he, as custodian of the corporate seal of said Illinois banking corporation, caused the corporate seal of said Illinois banking corporation to be affixed to said instrument as his free and voluntary act and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of February, 1991.
Barbara A. Jankowski
Notary Public

" OFFICIAL SEAL "
BARBARA A. JANKOWSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/2/92

My Commission Expires: May 2, 1992

This instrument is executed by the undersigned Land Trustee, not personally but as Trustee in the exercise of the power and authority conferred upon and vested in said Trustee. It is expressly understood and agreed that all of the provisions, covenants, representations, conditions, undertakings and agreements herein made on the part of the Trustee are undertaken by it and its successors, assigns and grantees, and no personal liability or personal responsibility is assumed by or shall at any time be assumed or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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