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DEBT-D1 RECORDINGS \$16.00
T\$1000 Date 9-12-10/21 13:45:06
#1439 v A 9-12-10/21 648030
COOK COUNTY RECORDER

Do not write above this line

MORTGAGE

S1284426J/Landers

THIS MORTGAGE ("Security Instrument") is given on December 5th, 1991. The Mortgagor(s) is(are) Beverly Bank, as Trustee under Trust Agreement dated October 3, 1979 and known as Trust* whose address(es) is(are)

The Mortgagor(s) is(are) (collectively) referred to herein as "Borrower." This Security Instrument is given to Centennial Mortgage Co. with its principal business offices at 1300 W. Higgins, Park Ridge, IL 60068 ("Lender"). Borrower owes Lender the principal sum of U.S. \$ 15,000.00. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 11, 2007. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions, and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the property located in Cook County, Illinois and described in Exhibit A attached to this Security Instrument, which has the address of 11812 South Laflin Street, Chicago, IL 60643 ("Property Address"); *Number 8-6586.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law and if required by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

If Lender requires the Funds to be paid, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid to Borrower, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

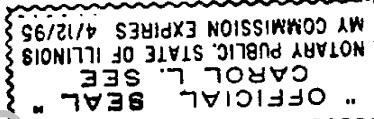
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Pg. 4

Attention:

MAIL TO:
BOX 419

Please Record and Return to:



This instrument was prepared by

SAMUEL M. FINCHAN
1500 W. Shure Dr.
Arlington Heights, IL 60004

This instrument was prepared by

GIVEN under my hand and official seal, this 5th day of December, 1991.

(he) signed and delivered the said instrument as his (her) free and voluntary act, for the uses and purposes herein set forth. Person(s) whose signature is placed to the foregoing instrument, appears and before me this day in person, and acknowledges that she (he) is signing this instrument, and for said County and State, do hereby certify that

Patricia Reiphus, Trust Officer and Attorney at Law, Notary Public, Ass't., Trust Officer of First Capital Company and State, do hereby certify that

The undersigned, Patricia Reiphus, Trust Officer and Attorney at Law, Notary Public, Ass't., Trust Officer of First Capital Company and State, do hereby certify that

of this document, either expressed or implied, held personally liable upon it in accordance with all such law, binds him/her personally, notwithstanding any provision to the contrary contained in this instrument, and that he/she has read and understood the same and fully agrees thereto.

This instrument is made by Beverly Trust Company as Trustee and its

counterpart (Seal) is heretofore duly executed and acknowledged this 13th day of December, 1991.

Witnessed by:

Beverly Trust Company, Trustee (Seal)

This document is made by Beverly Trust Company as Trustee and its

counterpart (Seal) is heretofore duly executed and acknowledged this 13th day of December, 1991.

Witnessed by:

Beverly Bank, as Trustee, Trust Officer - Borrower (Seal)

Beverly Bank, as Trustee, Trust Officer - Borrower (Seal)

Beverly Bank, as Successor Trustee to Beverly Trust 8-6586

executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security Instrument and in any rider(s).

24. 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.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

To Borrower, except that Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge

to reasonable attorney fees, and then to the sums secured by this Security Instrument.

21. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and to collect the rents of the Property, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due, pursuant to paragraph 20 hereof. However, Lender shall be under no obligation to enter upon, take control of or maintain the Property. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property, including collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and costs of reasonable attorney fees, and then to the sums secured by this Security Instrument.

20. Breach of Agreement. If any party fails to perform any of the obligations set forth in this Agreement, the other party may terminate this Agreement and sue for damages. The party failing to perform shall not cure or waive any default or invalidate any other rights of remedies of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

Any application of rents shall not cure or waive any default or invalidate any other rights of remedies of Lender. This assignment of rents of the Property shall not cure or waive any default or invalidate any other rights of remedies of Lender. This assignment of rents of the Property

creates no rights under this paragraph 20.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from ex-

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenant and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent, and without impairing the enforceability of this Security Instrument.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower acknowledges receipt of a conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement in this Security Instrument, or default under the Note, Lender may notify Borrower of such breach, and may, at its option, require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

19. Assignment of Leases. Borrower hereby assigns to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon Lender's notice to Borrower of Borrower's breach of any covenant or agreement in this Security Instrument, 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 19, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

20. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agent(s) to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent(s). 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. The 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(s) on Lender's written demand to the tenant.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not there is any excess paid to Borrower. In the event of a partial taking, the proceeds shall be reduced by the fair market value of the property immeadiately before the taking. Any balance shall be paid to Borrower.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

as the time of or prior to an inspection specific reasonable cause for the inspection.

It is Lender's requirement that the loan secured by this Security Instrument, Premiums required to maintain the insurance as a condition of making the loan, and such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument.

7. **Protection of Lender's Rights in the Property:** Mortgagor fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding against Lender's rights, Lender's rights will automatically affect Lender's rights under this instrument.

6. Preservation and Maintenance of Property: Lessee holds, recreates shall not destroy, damage or substantially change the property, allow the property to deteriorate or commit waste. If this Security instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the lessee's right and fee title shall not merge unless Lender agrees to the merger in writing.

Unless less Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of this Agreement, the amount of the payments, if under paragraph 18 the property is acquired by Lender, Borrower's right to any insurance policies and procedures resulting from damage to the property prior to the acquisition of the assets secured by this Security instrument immediately prior to the acquisition.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause in favor of Lender. Lender shall have the right to void the policies and renewals, if Lender receives, Borrower shall promptly give to Lender all receipts of premiums and renewals, if Lender receives, Borrower shall promptly notice to the insurance carrier and lender, Lender may make proof of loss if not made previously by Borrower.

3. Hazard Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "excensed coverage", and any other hazards for which Lender requires insurance. If all or any part of the property is used for rental purposes, Borrower shall also maintain insurance against rent loss. The above insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower's approval, which shall not be unreasonable without Lender's consent.

claim priority over this Security Interest, and leasedhold payments or Ground rents, if any, Borrower shall pay these obligations to the Property which may at- tain priority over this Security Interest, and leasedhold payments or Ground rents, if any, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Paragraph. If Borrower makes these payments directly, Bor- rower shall promptly receive its evidence of the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to amounts payable under paragraph 2; second, to accrued interest; and third, to principal due.

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Lot 35 in Block 23 in F.H. Bartlett's Greater Calumet Subdivision of
Chicago, being a subdivision of the South 1/2 of Section 20, Township
37 North, Range 14 East of the Third Principal Meridian, in Cook
County, Illinois.
P.I.N. 25-20-322-013
c/k/a 11812 South Laflin Street, Chicago, IL 60643

Property of Cook County Clerk's Office

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