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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 21 day of December, 1990. The mortgagor is A & J DEVELOPMENT CO., INC. ("Borrower"). This Security Instrument is given to ALSIDE SUPPLY CENTER, CENTRAL CHICAGO, a Division of Associated Materials, Inc., a Delaware Corporation ("Lender"). Borrower is indebted to Lender in the principal sum of Ten Thousand Seven Hundred Ninety Seven and 55/100 (\$10,979.85) evidenced by a Note dated the same date as this Mortgage, which provides for a single payment on December 31, 1991. 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.

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For this purpose, Borrower does hereby mortgage, grant and convey to Lender all of Borrower's interest in and to the following described property located in Cook County, Illinois:

DEPT-01 RECORDING 125.25
 T43133 TRAN 3164 01/11/91 11:21:00
 #5523 *C *-91-018477
 COOK COUNTY RECORDER

Lot 23 in Block 12 in the Resubdivision of Blocks 3 to 6 inclusive, and 11 and 12 in the Resubdivision of Blocks 1 to 8 inclusive, (except the North 134 feet of Blocks 1 and 2 and except the North 60 feet of the South 350 feet of Blocks 7 and 8) in Lyons' Subdivision of the West 1/2 of the North East 1/4 of Section 18, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 20-18-216-018-0000

which has the address of 5751 S. Damen Street, Chicago, Illinois ("Property Address");

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[Handwritten signature]

THIS DOCUMENT IS BEING RERECORDED DUE TO SCRIVENOR'S ERROR IN THE LEGAL DESCRIPTION. NEW LEGAL DESCRIPTION IS ATTACHED.

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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 records. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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. Application of Payments.
Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied, first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.

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within ten (10) days of the giving of notice.

satisfy the lien or take one or more of the actions set forth above

may give Borrower a notice identifying the lien. Borrower shall

lien which may attain priority on this Security Instrument, Lender

If Lender determines that any part of the Property is subject to a

Security Instrument.

(c) secures from the holder of the lien an agreement

satisfactory to Lender subordinating the lien to this

(b) contests in good faith the lien by, or defends against

enforcement of the lien in legal proceedings which in

(a) agrees in writing to the payment of the obligation

secured by the lien in a manner acceptable to Lender;

priority over this Security Instrument unless Borrower:

Borrower shall promptly discharge any lien which has

evidencing the payments.

directly, Borrower shall promptly furnish to Lender receipts

be paid under this paragraph. If Borrower makes these payments

Borrower shall promptly furnish to Lender all notices of amounts to

Borrower shall pay them on time directly to the person owed payment.

manner provided in paragraph 2, or if not paid in that manner,

ground rents, if any. Borrower shall pay these obligations in the

priority over this Security Instrument, and leasehold payments or

and impositions attributable to the Property which may attain

Borrower shall pay all taxes, assessments, charges, fines

3. Charges, Liens.

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Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damages, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may

Lender may make proof of loss if not made promptly by Borrower. shall give prompt notice to the insurance carrier and Lender. paid premiums and renewal notices. In the event of loss, Borrower requires, Borrower shall promptly give to Lender all receipts of have the right to hold the policies and renewals. If Lender Lender and shall include a standard mortgage clause. Lender shall All insurance policies and renewals shall be acceptable to

unreasonably withheld. chosen by Borrower subject to Lender's approval which shall not be requires. The insurance carrier providing the insurance shall be be maintained in the amounts and for the periods that Lender hazards for which Lender requires insurance. This insurance shall hazards included within the term "extended coverage" and any other hereafter erected on the Property insured against loss by fire, Borrower shall keep the improvements now existing or

4. Hazard Insurance.

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The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking

9. Condemnation.

for the inspection.

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause

8. Inspection.

with Borrower's and Lender's written agreement or applicable law.

If Lender required mortgage insurance as a condition of make the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance

upon notice from Lender to Borrower requesting payment.

disbursement at the Note rate and shall be payable, with interest, payment, these amounts shall bear interest from the date of Instrument. Unless Borrower and Lender agree to other terms of become additional debt of Borrower secured by this Security Any amounts disbursed by Lender under this paragraph 7 shall

not have to do so.

Although Lender may take action under this paragraph 7, Lender does attorneys' fees and entering on the Property to make repairs. this Security Instrument, appearing in court, paying reasonable include paying any sums secured by a lien which has priority over Property and Lender's rights in the Property. Lender's actions may and pay for whatever is necessary to protect the value of the

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Any notice to Borrower provided for in this Security Instrument shall be given by delivered 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

14. Notices.

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 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

13. Legislation Affecting Lender's Rights.

(b) any sums already collected from Borrower which exceeded 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.

(a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and

limits, then:

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:

12. Loan Charges.

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Security Instrument.

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

17. ~~Transfer of the Property or a Beneficial Interest in Borrower.~~
this Security Instrument.

Borrower shall be given one conformed copy of the Note and

16. ~~Borrower's Copy.~~
are declared to be severable.
To this end the provisions of this Security Instrument and the Note shall not affect other provisions of this Security Instrument or the Instrument or the Note conflicts with applicable law, such conflict in the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict and the law of the jurisdiction in which the Property is located. This Security Instrument shall be governed by federal law

15. ~~Governing Law; Severability.~~
provided in this paragraph.

be deemed to have been given to Borrower or Lender when given as Borrower. Any notice provided for in this Security Instrument shall herein or any other address Lender designates by notice to Lender shall be given by first class mail to Lender's address stated

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18. Borrower's Right to Reinstate. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (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.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of:

(a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the property pursuant to any power of sale contained in this Security Instrument; or

(b) entry of a judgment enforcing this Security Instrument.

Those conditions are that the Borrower:

- (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred;
- (b) cures any default of any other covenants or agreements;
- (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable attorneys' fees; and
- (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of

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The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

- (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property.
- (c) a date, not less than thirty (30) days from the date the notice is given to borrower, by which the default must be cured; and
- (b) the action required to cure the default;
- (a) the default;

shall specify:

13 and 17 unless applicable law provides otherwise). The notice Security Instrument (but not prior to acceleration under paragraphs following Borrower's breach of any covenant or agreement in this Lender shall give notice to Borrower prior to acceleration

19. Accelerating Remedies.

acceleration under paragraphs 13 or 17.

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applicable box(es)]. None

as if the rider(s) were a part of this Security Instrument. [Check supplement the covenants and agreements of this Security Instrument of each rider shall be incorporated into and shall amend and together with this Security Instrument, the covenants and agreements If one or more riders are executed by Borrower and recorded

23. Riders to this Security Instrument.

Property.

Borrower waives all right of homestead exemption in the

22. Waiver of Homestead.

charge to Borrower. Borrower shall pay all recordation costs. Instrument, Lender shall release this Security Instrument without Upon payment of all sums secured by this Security

21. Release.

sums secured by this Security Instrument. receiver's bonds and reasonable attorneys' fees, and then to the including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, Lender or the receiver shall be applied first to payment of the of the Property including those past due. Any rents collected by take possession of and manage the Property and to collect the rents by judicially appointed receiver) shall be entitled to enter upon, redemption following judicial sale, Lender (in person, by agent or Property and at any time prior to the expiration of any period of Upon acceleration under paragraph 19 or abandonment of the

20. Lender in Possession.

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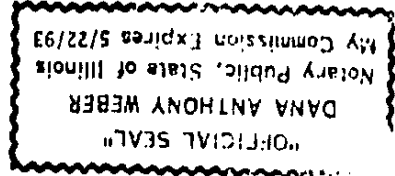
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Notary Public _____

The undersigned Notary Public certifies that on December 21, 1990, appeared before me ANNEZ LOPEZ and JOHN STRICK, the president and secretary of A & J Development Co., Inc. and acknowledged that they signed the above and foregoing Mortgage as their free and voluntary act and deed for the purposes therein set forth.

BOOK COUNTY RECORDER

46296 1/2 * 91-068300

14111 LEAN 2787 02-13-91 13:45:00

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REC'D RECORDING

ATTEST:

BY: Barry Lopez

A & J DEVELOPMENT CO., INC.

BY SIGNED BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider _____ other(s) [specify]

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Property of Cook County Clerk's Office

Handwritten text, possibly a signature or date, located above the hand illustration.

