## UNOFFICAL Prison Property Lands

(Name) Robin Urbanowski

8 years

9\*091507

MORTGAGE

(Address) 1350 East Sibley Blvd. Dolton, Illinois 60419

	91	, be	etwee	n the	Mor		Ma		е E.	12th Kelly,	Divo	rced	and	Not herein	Since "Borro	Res wer''	, and	tue Mo	rrgagee,
CA	LIME	7T	PED	FRAI	SA	VINGS	AND	LOAN	I AS	SOCIATI	ON OF	CHI	CAGO-						
exi	stine	un	der ti	he la	vs of	t! East	he Ui Sib	nited	l St	ates of evard,	Amer	ica n. I	llino	ois					

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 8,400.00--and extensions and renewals which indebted ross is evidenced by Borrower's note dated February 1991 thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness. if not sooner paid, du and payable on March 1, 1999

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the coverant, and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property lor sted in the County of Illinois:

PARCEL 1:

UNIT NO. A-107 AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOTS 26 AND 27 IN THE FIRST ADDITION TO DOLTON INDUSTRIAL PARK, BEING A SUB-DIVISION OF PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 11 AND PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTH WEST CORNER OF SAID LOT 27, THENCY SOUTH 37 DEGREES 48 MINUTES 55 SECONDS EAST 140.74 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF GREENWOOD AVENUE. THENCE NORTH 52 DEGREES 11 MINUTES 05 SECONDS EAST 28.97 FEET FOR A PLACE OF BEGINNING; THENCE CON-TINUING NORTH 52 DEGREES 11 MINUTES 05 SECONDS LAST 73.50 FEET: THENCE SOUTH 37 DEGREES 48 MINUTES 55 SECONDS EAST 110.80 FEET; THENCE NORTH 52 DEGREES 11 MINUTES 05 SECONDS EAST 13.62 FEET; THENCE SOUTH 37 DEGREES 48 MINUTES 15 SECONDS EAST 36.75 FEET; THENCE SOUTH 52 DEGREES 11 MINUTES 05 SECONDS WEST 3.62 FEET; THENCE SOUTH 37 DEGREES 48 MINUTES 55 SECONDS EAST 110.80 FEET THENCE SOUTH 52 DEGREES 11 MINUTES 05 SECONDS WEST 73.50 FEET; THENCE NORTH 37 DEGREES 48 MINUTES 55 SECONDS WEST 108.35 LEET; THENCE SOUTH 52 DEGREES 11 MINUTES 05 SECONDS WEST 10.00 FEET; THENCE NORTH 37 DEGREES 48 MINUTES 55 SECONDS WEST 140.50 FEET TO THE PLACE OF BEGINNING WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO DECLARA-TION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST ACREEMENT DATED MAY 5, 1972 AND KNOWN AS TRUST NUMBER 44066 RECORDED AS DOCUMENT 22, 813, 294, TOGETHER WITH UNDIVIDED 1.962% INTEREST IN SAID PARCEL (EXCEPT FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY ILLINOIS.

## PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION EASEMENTS MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST ACREEMENT DATED MAY 5, 1972 AND KNOWN AS TRUST NO. 44066 RECORDED AS DOCUMENT 22,544,879 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, TRUST, TRUST NO. 44066 TO DAVID L. SHELLENBERGER AND BARBARA M. SHELLENBERGER, HIS WIFE, RECORDED AS DOCUMENT 22,854,860 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING **03/38/67 10175160** 

which has the address of

14621 Greenwood Road, #107

(Street)

Illinois

60419 (Zip Code) (herein "Property Address");

Dolton \$15.00 DEPT-01 REGERDING \$15.1 1+3333 TRAN 6442 02/28/91 10:18:00 +3208 + C = -91-091507

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage: and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

ILLINOIS-SECOND MORTGAGE-1/80-FHMA/FHLMC UNIFORM INSTRUMENT

31091507

account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, it any.

21. Waiver of Homestead, Borrower hereby waives all right of homestead exemption in the Property.

	nger such Mecarder)———————————————————————————————————	· (Space Below This Line Reserved for Len	AVINGS AND L	YELEY SIBLEY
		sionill 16\11\	skert2 enierro 1 to stat2 ,cildi 8 sericxa nolza 22 sereses 22 sereses 23 sereses	My Committee May Pr
Jensen	HOLETY PUBLIC Y		ICIAL SEA	
( ) Y	OGF		:53.	ly Commission expir
16 61,	der of February	eal, this	e faioffio bna bna	Given under my h
te, do hereby certify that	n and for said county and stat	i silding manda . KLI Kliman seonw (2)	ragene B. Kei	<i>'</i> Ι
	County ss:	1//	Cook	ATE OF [LLJNOIS,
19WO1108- (YINO lenighO ngi2)		40		
(Sea2)		C		
(ESC)		C		
((Ro2)			6/4/	
(ISSZ)  TEWOTTOB-  (ISSZ)  TEWOTTOB-  TEWOTTOB-			OH'S	
(Iso2)  (Iso2)  teworto8-  (Iso2)  (Iso2)			OA'S C	) Sc.
(Iso2)  (Iso2)  teworto8-  (Iso2)  (Iso2)	y, Divorced & Not Sin	Marlene E. Kell	OH'S C	
(Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal)	16 dies	Mallen	OH'S C	
(Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal)	16 dies	wer has executed this Mort Marlene E. Kell	Wневеог. Вогго	In Witness
Of this Mortgage, of any access Mortgage, of any access (Seal)  -Borrower (Seal) -Borrower (Seal)	-See	ce to Lender, at Lender's re and of any sale or other forwer has executed this Mort	gage to give Moti encumbrance encumbrance	iority over this Mor stault under the sup-
Of this Mortgage, of any access Mortgage, of any access (Seal)  -Borrower (Seal) -Borrower (Seal)	ed of trust or other encumbrand of trust or other or page one sortion.	ce to Lender, at Lender's re and of any sale or other forwer has executed this Mort	gage to give Moti encumbrance encumbrance	iority over this Mor stault under the sup-

BOX 44

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest

indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any introst or earnings on the Funds. Lender shall give to 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, seessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurative premiums and ground rents as they fall due, such excess shall be, at Borrower's option. either promptly repaid to Benower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay Lender any amount necessary to make up the deficiency in one or more payments as

Lender may require.

Upon payment in full of all sume secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 her of the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply, no later than immedia ely prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a creait against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

Borrower under paragraph 2 hereof, then to interest of yable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Lie s. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. including Borrower's covenants to make payments when dut. Borrower shall pay or cause to be paid all taxes. assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements according or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender

may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borro ver subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the cer'ns of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 10 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insu. are benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or peptir of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or detevioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modifica-

hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the Lender shall not be required to commence proceedings against such successor or refuse to extend time for shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. tion of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower

Borrower's interest in the Property. the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is several. Any Borrower who co-signs this Mortgage, but does not execute the Mote, (a) is co-signing this Mortgage only to Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein

Mortgage shall be beemed to have been given to Borrower or Lender when given in the manner designated herein. such other a 141 255 as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail 13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to

"costs", "expenses" and "actornlys" fees" include all sums to the extent not prohibited by applicable law or limited provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, conflict shall not affect ot let provisions of this Mortgage or the Note which can be given effect without the conflicting this Mortgage. In the vent that any provision or clause of this Mortgage or the Note conflicts with applicable law, such jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to 13. Governme I aws Severability. The state and local laws applicable to this Mortgage shall be the laws of the

Recution or after recordation hereek 14. Berrower's Copy. Borrower singli be furnished a conformed copy of the Mote and of this Mortgage at the time of

with improvements made to the Property. rights, claims or defenses which Borrower may is: e against parties who supply labor, materials or services in connection may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any tion, improvement, repair, or other loat agr sement which Borrower enters into with Lender. Lender, at Lender's option, 15. Rehabilitation Loan Agreement. Darrower shall fulfill all of Borrower's obligations under any home rehabilita-

sums secured by this Mortgage. However, this option thall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender nay, at its option, require immediate payment in full of all in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 16. Transfer of the Property or a Beneficial Rowers in Borrower. If all or any part of the Property or any interest

period of not less than 30 days from the date the notice is delivered of mailed within which Borrower must pay all sums If Lender exercises this option, Lender shall give Borrow r notice of acceleration. The notice shall provide a federal law as of the date of this Mortgage.

MON-UNIFORM COVENANTS. Borrower and Lender further covenint and agree as follows: voke any remedies permitted by this Mortgage without further notice or demand on Borrower. secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may in-

at or agreement of Borrower in this Mortgage, including the coverants of anywhen due any same secured by this 17. Acceleration; Remedies. Except as provided in paragraph 16 meteor, upon Borrower's breach of any cove-

foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by Judicial proceeding. Lender shall be entitled to collect in such process are all expenses of fereclosure. If the breach is not cared on or before the date specified in the notice, Lender, (t. Jander's option, may sert in the fereclosure proceeding the nonexistence of a default or any other defense of Borreme to acceleration and tale of the Property. The notice shall further inform Borrower of the right to reinstate after waterailen and the right to in the notice may result in acceleration of the sums secured by this Mortgage, foreclosizedly judicial proceeding, and to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified the breach; (2) the action required to cure such breach; (5) a date, not less than 10 deys from the date the notice is mailed Merigage, Lander prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1)

unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all gage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mort-18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage

abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or 19. Antenment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to

in full force and effect as if no acceleration had occurred.

nerein.

management of the Property and cell crim of cents, including our not limited to, receiver's premiums on receiver's bonds and reasonable attorney feet, and then to the starts seed and reasonable attorney. Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a