

UNOFFICIAL COPY

92493547

This instrument was prepared by

ANISSA M. RUSTHOVEN
(Name)CALUMET CITY, IL 60409
(Address)

MORTGAGE

THIS MORTGAGE is made this 25TH day of JUNE, 1992 between the Mortgagor,
MIKE M. SUKNOVICH A BACHELOR KAREN A. JURCZUK A SPINSTER

(herein "Borrower") and the Mortgagee, FINANCIAL FEDERAL SAVINGS BANK OF OLYMPIA FIELDS
a corporation organized and existing under the laws of the United States of America, whose address is

2111 S. WESTERN AVE.
OLYMPIA FIELDS, ILLINOIS 60461

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of

ONE HUNDRED TWENTY-SIX THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's Note dated JUNE 29TH, 1992 (herein "Note"), provided for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

JULY 1ST, 2022

TO SECURE to Lender (a) 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 covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage grant and convey to Lender the following described property located in the

County of COOK
State of ILLINOIS

LOT 14 IN BLOCK 3 IN SUBDIVISION OF THE EAST HALF OF THE SOUTH WEST QUARTER
AND THAT PART OF THE NORTH WEST QUARTER LYING SOUTH OF THE CHICAGO
BURLINGTON AND QUINCY RAILROAD (EXCEPT THAT PART THEREOF KNOWN AS ROBBVILLE)
SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN
IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$27.50
T84444 TRAN 2127 07/07/92 04:05:00
30617 # 44-12-493547
COOK COUNTY RECORDER

PERM TAX I.D.# 18-04-329-013-0000

PROPERTY ADDRESS: 449 S. ASHLAND
LAGRANGE, IL 60525

92493547

which has the address of 449 S. ASHLAND LAGRANGE
(Street) (City)

(State and Zip Code)

(herein "Property Address")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurte-
nances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or here-
after attached to the property, all of which, including replacements and additions thereto, 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 herein referred to 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, that the Property is unencumbered, and the Borrower will warrant and defend generally the title
to the Property against all claims and demands subject to any declarations, easements or restrictions listed in a schedule of
exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNOFFICIAL COPY

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, 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. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness accrued by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any, and any release fee in effect at that time.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Mike M. Suknowich

—Borrower

Karen A. Jurczuk

—Borrower

STATE OF ILLINOIS, COOK County ss:

I, *Eileen M. Cole*, a Notary Public in and for said county and state, do hereby certify that MIKE M. SUKNOWICH A BACHELOR KAREN A. JURCZUK A SPINSTER personally known to me to be the same person(s) whose name(s) . . . ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . . . they . . . signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 29TH day of JUNE 19 92
My Commission expires: 03/09/94



Eileen M. Cole

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MAIL TO
FINANCIAL FEDERAL TRUST & SAVINGS BANK
1401 N. LARKIN AVE.
JOLIET, IL 60435



UNOFFICIAL COPY

Under London and Borrows' approach, any such application of procedure to practice will not extend or postpone otherwise agreeable dates of the monthly interim hearings referred to in paragraphs 1 and 2 hereof. The procedure is intended to be applied to the monthly interim hearings referred to in paragraph 1 and 2 hereof, to the amount of time and in accordance with the rules of the court.

Under Landlord's direction, Borrower will use its best efforts to promptly and accurately prepare and file all documents required by the applicable law to perfect the security interest in the Collateral.

All measures will be taken to ensure a smooth and non-violent transition of power. The new government will be formed as soon as possible, and the new president will be sworn in within 30 days of the election. The new government will be responsible for the implementation of the peace agreement and the protection of human rights. The new president will be elected by popular vote, and the new government will be accountable to the people.

3. Application of Payment. Interest shall be payable on the principal of the Note and attorney's fees and costs in the event of non-payment.

If in the amount of one hundred and twenty dollars, together with the amount paid by the plaintiff prior to the due date of tax, reasonable interest, principal and costs shall exceed the amount required to pay said judgment, the defendant may deduct the amount paid by the plaintiff from the amount due him.

accounts, or varying and complicated and unusual transactions and bills, under pay Borrower interest on the Fund and applyable to pay Borrower and Lender to make such a charge. Borrower and Lender shall give to the Fund a power of attorney to do all acts necessary to collect the same.

3. Friends for life Friends and family members can be a great source of support during difficult times. They may not charge for holding a funeral or providing a meal, and they can offer emotional support and practical help.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on any future advances secured by this Mortgage.

UNOFFICIAL COPY

1st. Acceleration: Remodeler Borrower is provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender shall make to Borrower a small notice to Borrower as provided in Paragraph 14 heretofore specifying: (1) the breach; (2) the action required to cure such breach; (3) a date not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to do so shall break the acceleration clause by which the note is made valid in the event of the non-occurrence of any other acceleration clause and the right to assert it in the event of the Proprietary. The notice shall further inform Borrower of the right to accelerate all or any part of the note and any interest thereon by notice given by Lender.

If Lender elects such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may, without further notice or demand on Borrower, invoke any remedy permitted by paragraph 18 hereof.

to this and the previous one. The note is copied from the first note and placed at the end of the second note.

shall be deemed to have been given to Borrower or Lender when given to the manner designated herein.

14. Noticer. Except for any notice required under Rule 13, notice shall be given in another manner. (a) Any notice to Borrower provided for in this paragraph shall be given by mailing certified mail addressed to Borrower or to Borrower's address as set forth in the promissory note.

32. **Hemmedes Cumulative.** All trademarks provided in this Mortgage are distinct and cumulative to any other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently or successively; and the rights hereunder shall bind, and may be enforced by law or equity; **Captions.** The convenants and agreements herein contained shall be deemed to have been made for the benefit of the Borrower only and are not to be used to interpret or define the provisions of this Mortgage.

11. **Problems faced by learners** Note a website. Any frustration experienced by learner in exercising any right of remedy by learner.

such intangible assets of the company, interminable period to the participants, and 2 years of service of change to the amounts of or post-employment benefits.

If the Property is abandoned by Borrower, or, if, after notice by Lender to Borrower that the condominium offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date notice is given, Lender may collect the amount due and payable by Borrower under the terms of the Note and the Security Agreement, and Borrower shall remain liable for all expenses to principal and interest accrued as of the date of the notice.

In the event of a total loss of the Property, the proceeds shall be applied to the sum secured by this Mortgage, with the excess paid to Borrower in the event of a partial taking of the Property, the proceeds shall be applied to the sum secured by this Mortgage, with the balance of the proceeds paid to Borrower.

to Landlord's interest in the Property.

B. Inspection, Lender may make or cause to be made reasonable entries upon and inspections of the Property, or take any action hereunder.

Any amount in disbursement by Lender pursuant to this Paragraph 7, which interest thereon, shall become additional amounts shall be payable by Borrower and Lender to the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or of interest at a rate greater than the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law.