

# UNOFFICIAL COPY

441-006-9259  
**MORTGAGE**  
**EQUITY SOURCE ACCOUNT**

This Mortgage was  
granted by **TONYA BULLOCK**  
CHICAGO, IL 60603

9 2 7 1 7 4 8 5

92687617

CITIBANK

92717185

THIS MORTGAGE Mortgage is made this 14TH day of AUGUST 1992 between Mortgagor,  
THOMAS J. BARNOSKI AND BARBARA BARNOSKI, HIS WIFE

herein "You" "Your" or "Yours" and the Mortgagee, CITIBANK, Federal Savings Bank, a corporation organized and existing  
under the laws of the United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 herein "We,"  
"Us" or "Our".

WHEREAS, THOMAS J. BARNOSKI AND BARBARA BARNOSKI

is now indebted to us pursuant to an Equity Source Account Agreement ("Agreement") of even date hereto, additionally  
referred to hereinafter, by a Security Agreement and Collateral Assignment of beneficial interest in the land trust holding  
title to the property ("Mortgage Agreement"), to the principal sum of U.S. \$ 25,000.00 from "Credit  
Line(s)" or so much of such principal as may be advanced and outstanding, with interest thereon, providing for periodic  
and/or lump sum payments of interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and  
charges for ten (10) years from the date hereof, thereafter to provide installment payments of \$1240.00 of the  
Outstanding Principal Balance for each greater sum as necessary to fully repay the Outstanding Principal Balance in full in  
substantially equal installments of principal by the maturity date as more fully provided in paragraph 1 (c) hereof, interest  
optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for twenty (20) years, all such  
sums, if not sooner paid, being due and payable approximately thirty (30) years from the date hereof ("the "Maturity Date").

In consideration of the indebtedness evidenced by the Agreement, with us at Citibank, 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 herein contained in this Mortgage, and in the Agreement at our future  
discretion, with interest thereon, made to you by us pursuant to paragraph 7 hereof, such advances pursuant to paragraph 7  
hereof of principal made after the date hereof being referred to as "future advances", and in any "line(s)" advances of  
principal after the date hereof enjoy the same priority and security hereby created as if all such lines had been made on the  
date hereof, and all the performance of all covenants and agreements under this Mortgage and the Agreement secured  
hereby. For this purpose, you do hereby grant, give, convey and confirm unto us a明晰land trust, in which  
said mortgage will be held, all rights, title and interest in the following described property located in the County of  
COOK.

LOT 169 IN C. JEWELL'S RIDGEWOOD ADD'L SUBDIVISION OF PART OF THE  
EAST 1/2 OF THE DODDING TRACTS IN SECTION 19, TOWNSHIP 37  
NORTH, RANGE 13 WEST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS

1992 AUG 25 AND 15

92687617

297

F.I.R. No. 24-19-402-012  
which has the address of 5615 NEST HORN

MAIL TO  
Dolores  
Bart 333  
Englewood

MONTH ILLINOIS 60442

Property address:

Together with all the improvements now or hereafter erected on the property, and all easements, rights, franchises,  
roads, 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 Mortgage. All of the foregoing is referred to in  
this Mortgage as the "property".

You covenant that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, sell, and  
convey the property and that the property is unencumbered, except for encumbrances of record. You, under your power  
of sale, will warrant and will defend personally the title to the property against all claims and demands, subject to any  
encumbrances of record.

You acknowledge that this Mortgage creates an Agreement that contains provisions allowing for changes to the interest  
rate, and that we may, prior to the maturity of the Agreement and subject to certain conditions, reduce the Available Line  
of Credit and/or require repayment of the total balance outstanding under the Agreement.

Covenants: You bind us covenant and agree as follows:

1. (a) Payment of Principal and Interest. You shall promptly pay when due the principal of and interest accrued on the  
indebtedness evidenced by the Agreement, together with any late charges or other fees, charges or premiums imposed by  
the Agreement, the Security Agreement, or by this Mortgage.

(b) Line of Credit Loan. This Mortgage creates a Line of Credit Agreement. You will enjoy access to that Line  
of Credit during the first one hundred twenty-one (121) Billing Cycles assigned to your account. Each Billing Cycle will be  
approximately one month. Your initial Billing Cycle may be less than one month. The Revolving Line of Credit Term of  
the Agreement is therefore approximately ten (10) years long. You agree to repay the principal amount of the loans  
advanced during the Revolving Line of Credit Term of the Agreement during the twenty (20) years commencing at the close  
of the Revolving Line of Credit Term. This repayment term is referred to herein and in the Agreement as the Closed-End  
Repayment Term. The total term of the Agreement secured by this Mortgage is therefore approximately thirty (30) years.

2. AGREED PERIODIC PAYMENTS. During the Revolving Line of Credit Term and for the one hundred twenty-one (121)  
Billing Cycles, you agree to pay on or before the payment due date shown on each periodic Billing Statement the  
Minimum Payment Due for that Billing Cycle. The minimum payment due is the sum of the following charges accrued or  
incurred in the Billing Cycle: (i) Finance Charges, (ii) premiums for Optional Credit Life and/or Disability Insurance, (iii) the  
Annual Fee, (iv) all other fees and charges required pursuant to the Agreement except fees and charges charged to your  
Account at the inception of the Agreement as permitted by Paragraphs 11 (d) and (e) of the Agreement.

RECEIVED, Federal Savings Bank  
5615 NEST HORN  
Chicago, IL 60640

EQUITY SOURCE ACCOUNT MORTGAGE

Page 5 of 8

2024 RELEASE UNDER E.O. 14176

CGN6725

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COOK COUNTY RECORDER  
19019 # 4-92-7117485  
14777, TRIM A226 09/28/92 14:16:00

DEPT-11

829.00

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19) principal balance. i.e., owing to On demand Balance of your account to you at the time; due at the duly due payments. The due date shall be as follows: (a) if no payment is made, twenty-one (21) days after the end of the Billing Cycle. During the Closed-End Repayment Term you agree to pay on or before the payment due date shown on each periodic Billing Statement a minimum payment due computed in the same way as above, plus 1/240th of your initial Closed-End Principal Balance. The Principal Balance owed by you to us at the end of the Revolving Line of Credit. If you have used an Equity Bonus - second check that has not been posted to your account as of the Conversion Date, as defined in the Agreement, and that check is subsequently paid by us as provided in paragraph 2(C) of the Agreement, your minimum payment thereafter will include, instead of 1/240th of your initial Closed-End Principal Balance, a fraction of the outstanding principal balance after payment of that check that has a numerator of 1 and a denominator equal to the number of Billing Cycles left in the Closed-End Repayment Term, so that your account is fully paid in substantially equal principal installments by the Maturity Date;

**4.1 INTEREST DURING THE REVOLVING LINE OF CREDIT TERM:** You agree to pay interest ("Finance Charge") on the Outstanding Principal Balance of your Equity Source Account during the Revolving Line of Credit Term as determined by the Agreement.

The rate of interest ("Annual Percentage Rate") will be determined and will vary based upon a "Reference Rate". The Reference shall be the prime rate of interest as published in the Money Rates Section of the Wall Street Journal on the first business day of each month, regardless of when such rate is initially quoted, & the Commercial Banks to the Wall Street Journal. The Reference Rate is defined by the Wall Street Journal as the low, etc per corporate loans of large U.S. Money Center Commercial Banks. In the event that the Reference Rate is not had by the Wall Street Journal for any applicable day, the lowest rate so published shall apply. In the event that a Reference Rate cannot be published by the Wall Street Journal, we will select a new Reference Rate that is based upon our specific information, and if necessary, a substitute "Rate", so that the change in the Reference Rate will not substantially the same "Annual Percentage Rate" required under the previous Reference Rate.

The Reference Rate as determined shall be effective for any Billing Cycle not begun on that month. However, the Reference Rate effective for your initial Billing Cycle shall be determined in one of two ways. If your initial Billing Cycle Billing Date occurs in a month prior to the effective date of this Agreement, the Reference Rate shall be the one determined on the first business day of the preceding month of your initial Billing Cycles Billing Date occurs in the month after the effective date of this Agreement, the Reference Rate will be the one determined on the first day of the month in which the effective date of this Agreement occurs.

Your ratio of Estimated Financial Performance Risk<sup>1</sup> should be 1.0. An insurance ratio plus a 1% margin of ONE & 3/4 1.25 is preferred by the insurance companies.

**Finances Change** will be accounted for a daily basis by applying the Daily Portfolio Rate (the "Daily Portfolio Rate") to the Annual Percentage Rate applicable to that Bearer's Credit Card used in 2010 to the Daily Principal Balance in your Signature Account for each day of the Billing Cycle in which there is an outstanding Principal Balance.

**NO INTEREST DURING THE CLOSED-END PAYMENT PERIOD.** You agree to pay interest at Plaintiff's Charged during the Closed-End Repayment Term on the Outstanding Principal Balance of your Equity Boxes Agreement which has not been paid beginning on the day after the Conversion Date and continuing until the full Outstanding Principal Balance has been paid. Your Outstanding Principal Balance at the beginning of the Closed-End Repayment Term is that last displayed on the previous Billing Statement for your One Hundred Twenty-Five (125) Day Billing Cycle as the Outstanding Principal Balance and is referred to herein as the "Initial Closed-End Principal Balance." If you have paid Equity Boxes interest which has not been posted to your account as of the Conversion Date, all those checks are hereby fully paid by us, your unpaid Closed-End Principal balance will be increased as determined by the latest statement to reflect such interest.

The rate of both net material Percentage Rate during the First and Second Quarter Year will be determined and will very closely reflect the Adjustment Rate determined in the Settlement and be approximately 1.00 percent.

The "Current Reference Rate" is the most recent Reference Rate published forty 180 days prior to each "Change Date".

Each day on which the interest rate effective during the Old Lead-End Repayment Term may change, and the first day of the Closed-End Repayment Term is a "Change Date". Interest rates change during the Old Lead-End Repayment Term may occur on the first day of the Closed-End Repayment Term and on the same day of the month every twelve (12) months thereafter.

The interest rate effective on the first Change Date will be the Current Reference Rate plus a Margin of ONE & 1/4 per cent. The next 12 monthly Change Dates will determine the Current Reference Rate and the new interest rate will be related to the Current Reference Rate, plus the same Margin of ONE & 1/4 per cent.

Each new interest rate will become effective with each Change Date and will be reflected in the payment due immediately after that change Date.

**3. FUNDS FOR TAXES AND INSURANCES.** You must be responsible for all taxes which may be levied on the property and periodic payments are due under the Agreements until this Mortgage is released, or until it fails to be satisfied at the earliest taxes and assessments which may become payable were this Mortgage. The property tax and assessments of general taxes on the property, if any, the yearly fire and insurance premiums, and the cost of Mortgage insurance premium, if any. These items are called "escrow items". We only estimate the funds due on the basis of current data and reasonable estimates of future occupancy.

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 us if we are such an institution. We shall apply the funds to pay the amount due. We may not charge for holding and applying the funds, applying the account or verifying the account status, unless you pay you interest on the funds and applicable law permits us to do so with a charge. You and we may agree to setting due interest which will be paid on the funds. Unless an agreement is made or applicable law requires interest to be paid, we shall not be required to pay you any interest or earnings on the funds. We shall give to you, without charge, an annual accounting of the funds showing credits and debits to the funds and the purpose for which each item in the funds was made. The funds are placed as additional security for the sums secured by this Mortgage.

If the amount of the funds held by us, together with the future monthly payments at fixed payable price in the due date of the amortized Home, shall exceed the amount required to pay the various items before due, the excess shall be, at your option, either promptly repaid to you or remitted to you in monthly payments of funds. If the excess of the funds held by us is not sufficient to pay the ensuing fixed rate due, you shall be at any instant authorized to reduce by the deficiency in one or more payments as required by us.

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If you obtain the Mortgage, we shall notify you that the Lender has the right to make an award or settle a claim for damages, you shall be required to make the award or settlement within 120 days after the notice is given. We are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the property or to the sums secured by this Mortgage, whether or not then due.

Unless we and you otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the periodic payments referred to in paragraphs 1 and 2, or change the amount of such payments.

**10. YOU'RE NOT RELEASED, FORbearANCE BY US NOT A WAIVER.** Delays of the time for payment or modification or amortization of the sums secured by this Mortgage granted by us to any successor in interest of yours shall not operate to release the liability of your original successor in interest. We 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 Mortgage by reason of any demand made by you or your successors in interest. Any forbearance by us in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right in remedy.

**11. SUCCESSION AND ASSIGNS RIGHTS, Joint AND SEVERAL LIABILITY, CO-OWNERS.** The covenants and agreements of this Mortgage shall bind and benefit our and your successors and assigns, subject to the provisions in paragraph 18. Your covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement (i) is co-signing this Mortgage only in mortgage, grant and convey, that Mortgagor's interest in the property under the terms of this Mortgage, (ii) is not personally obligated to pay the sums secured by this Mortgage, and (iii) agrees that we and any other Mortgagor may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgagor's consent. Such a Mortgagor is identified below by executing this Mortgage as an "Other Owner" of the Property.

**12. LOAN CHARGES.** If the Agreement secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is clearly interpreted so that the interest or other loan charges collected by us be reflected in connection with the loan exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sum already collected from you which exceeds permitted limits will be refunded to you. We may choose to make this refund by reducing principal, if a refund will be treated as a partial prepayment without any pre-paid charge under the Agreement.

**13. NOTICES.** Any notices to you provided for in this Mortgage 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 you designate or, notice to us. Any notice to us shall be given by first class mail to our address stated herein or any other address we designate, or notice to you. Any notice provided for in this Mortgage shall be deemed to have been given as provided in this paragraph.

**14. GOVERNING LAW, SEVERABILITY.** This Mortgage shall be governed by federal law and regulation and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. In this and the provisions of this Mortgage and the Agreement are declared to be severable.

**15. VOID COPY.** You shall be given one confirmed copy of the Agreement and of this Mortgage.

**16. PUBLIC RECORDS.** You covenant and agree to, comply with all of the terms and conditions and covenants of any mortgage, trust deed or similar security instrument affecting the property which has or may have priority over this Mortgage, including specifically, but not limited to, those relating the payments of principal and interest due thereunder. Your failure to make such payments or keep such terms, conditions, and covenants as provided for in such other mortgages, trust deeds or security agreements shall constitute a default under this Mortgage, and we may invoke the remedies specified in paragraph 20 herein.

**17. DEFAULT.** (i) The occurrence of any of the following events shall constitute a default by you under this Mortgage. (ii) Failure to pay when due any sum of money due under the Agreement or pursuant to this Mortgage, or the Security Agreement. (iii) your action or inaction adversely affects our security for the Agreement or any right we may have in that security. (iv) you give or give us any false or misleading information in connection with any loan to you or in your application for the Equity Source Account. (v) title to your home, the property, is transferred as more fully described in paragraph 18 below, or (vi) any of you die.

(i) If you are in default under the Agreement or this Mortgage, we may terminate your Equity Source Account and require you to pay immediately the principal balance outstanding, any and all interest you may owe on that amount, together with all other fees, costs or penalties charged to your account. The principal balance outstanding under the Agreement after default shall continue to accrue interest until paid at the rate provided for in the Agreement as if no default had occurred. In addition to the right to terminate your Equity Source Account and demand all sums immediately due and owing under the Agreement, in the event of a default, we shall have the right to refuse to make additional Loans to you under the Agreement, reduce your Credit Limit. If we refuse to make additional Loans to you after so doing, but do not terminate your account, you must notify us in writing if you would like to obtain further Loans and our documents that the condition that led to the default no longer exists.

**18. REDUCE YOUR LINE OF CREDIT.** We may, during the Revolving Line of Credit Term, reduce your Credit Limit or suspend your credit privileges before to make additional Loans if: (i) the value of your property drops significantly below the appraised value upon which the Agreement was based; (ii) a material change in your financial circumstances gives us reason to believe that you will not be able to make the required payments; (iii) governmental action prohibits us from charging the Annual Percentage Rate permitted by the Agreement or governmental action adversely affects our loan portfolio such that the value of our security interest falls below 130 percent of your credit limit; (iv) the cap on the maximum Annual Percentage Rate provided in the Agreement prevents us from increasing the Annual Percentage Rate to match one or more increases in the Reference Rate; (v) we are notified by our Regulatory Agency that complying to make Loans constitutes an unsafe and unsound practice, or (vi) you are in default of any material obligation under the Agreement. If we refuse to make further Loans to you, but do not terminate your Equity Source Account, you must notify us in writing if you would like to obtain further loans and can demonstrate that the conditions that gave us the right to refuse to make further loans has changed.

**19. TRANSFER OF THE PROPERTY.** If all or any part of the property, or an interest therein is sold or transferred by you or if the beneficial interest in any part thereof or any land trust holding title to the property is assigned, sold or transferred, or if you or the title holding trust enter into Articles of Agreement for Deed or any agreement for installment sale of the property or the beneficial interest in the title holding land trust, without our prior written consent, excluding (i) the creation of a purchase money security interest for household appliances, (ii) a transfer by death, descent or by operation of law upon the death of a joint tenant, or (iii) the grant of any household interest of three (3) years or less not containing an option to purchase, we may, at our option, declare all sums secured by this Mortgage to be immediately due and payable.

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Upon payment in full of all sums secured by this Mortgage, and cancellation of the Agreement, we shall promptly refund to you all funds held by us. Under paragraph 8 of the property which is required by us, we shall apply, as soon as immediately prior to the sale of the property or its acquisition by us, any funds held by us at the time of application as a credit against the sum secured by this Mortgage.

The above and ongoing principles contained in this paragraph 2 relating to payment by you to us of funds in escrow shall be used: (i) so long as you are required on the date hereof, and continue after the date hereof, to make comparable payment of funds in escrow to the holder of a Note secured by a mortgage or similar security agreement on the property which such mortgage or similar security agreement has priority over this Mortgage. You agree to provide us with proof of payment of such funds in escrow.

**3. APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by us under the Agreement and this Mortgage shall be applied, first to the Finance Charge stated in your oldest past due periodic Billing Statement if any, and then using the Closed-End Repayment Term or the fraction of the initial Closed-End Principal Balance due for the same Periodic Billing Statement. Payments will then be applied similarly to Finance Charges and the fraction of the initial Closed-End Principal Balance due on the next oldest past due statement, and then to successive past due statements, until all past due Finance Charges and the fraction of the initial Closed-End Principal Balance due are fully paid. The balance of your payments will next be applied to the amounts of fee due on the current periodic Billing Statement in the following order: (i) insurance premiums billed and past due; (ii) Standard fee which is due and payable; (iii) any other charge, including insurance premiums, authorized by the Agreement; (iv) Finance Charges billed but not paid due; (v) insurance premiums billed but not yet paid due to us of the current state; (vi) and (vii) payment of any Outstanding Principal Balance. Any balance of payment will be applied to payment of all Finance Charges which accrue after the Periodic Billing Statement date and prior to the date payment was received by us. Any remaining amount will create a credit balance. Charges (inured pursuant to paragraph 7) do not not be treated as Finance Charges for purposes of application of payments only.

**4. CHARGES, FEES.** You shall pay all taxes, assessments, charges, fees and impositions attributable to the property which may claim priority over this Mortgage and to third party payments or grants of rights, if any. You shall pay those obligations in the manner provided in paragraph 2, or if not, as in that manner. You shall pay them on time directly to the person owed payments. You shall promptly furnish to us all notices of amounts to be paid under this paragraph 4 and make those payments directly, you shall promptly furnish to us copies evidencing the payments.

**5. HAZARD INSURANCE.** You shall keep the property insured under existing or additur created on the property insured against loss by fire, any hazard included within the term "extended coverage" and any other hazard for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. The insurance carrier providing the insurance shall be chosen by you subject to our approval which shall not be unreasonably withheld.

All insurance policies and renewals must be acceptable to us and shall include a standard mortgage clause. We shall have the right to hold the policies and renewals if we require, you shall promptly give to us all receipts of paid premiums and renewal notices. In the event of loss, you shall give notice to the insurance carrier and us. We may make payment of loss if not made promptly by you.

Unless we and you otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damages. If the restoration or repair is determined not feasible and not necessary is not necessary, if the restoration or repair is not economically feasible or our security would be released, the insurance proceeds shall be applied to the sum secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the property, or do not answer within thirty (30) days a notice from us that the insurance carrier has failed to settle a claim, we may deduct the insurance proceeds. We may use the proceeds to repair or restore the property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless we and you otherwise agree in writing, any application of proceeds to principal of and interest or prepayment the due date of the payments referred to in paragraphs 1 and 2 shall change the amount of the debt due. If under paragraph 2B, the property is required by us, your right to any insurance policies and grants is resulting from damage to the property prior to the acquisition shall pass to us to the extent of the sum secured by this Mortgage immediately prior to the acquisition.

**6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLD.** You shall not destroy, damage or substantially change the property, allow the property to deteriorate or become unsafe. If this Mortgage is on a household, you shall comply with the provisions of the lease, and if you acquire fee title to the property, the leasehold and fee title shall not merge unless we agree in the merger in writing.

**7. PROTECTION OF OUR RIGHTS IN THE PROPERTY; MORTGAGE INSURANCE.** If you fail to perfect the documents and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect my rights in the property such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations, then you may be and pay for whatever is necessary to protect the value of the property and our rights in the property. Our action may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the property to make repairs. Although we may take action under this paragraph 7, we do not have to do so.

Any amounts disbursed by us under this paragraph 7 shall become additional debt of yours secured by this Mortgage. Unless you and we agree to other terms of payment, these amounts shall bear interest from the date of disbursement of the rate provided in the Agreement and shall be payable, with interest, upon notice from us to you requesting payment.

If we require mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premium required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with your and our written agreement or applicable law.

**8. INSPECTION.** We or our agent may make reasonable entries upon and inspections of the property. We shall give you notice at the time of inspection in an inspection specifying reasonable areas for the inspection.

**9. CONDEMNATIONS.** 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 us.

In the event of a total taking of the property, the proceeds shall be applied to the sum secured by this Mortgage, whether or not then due, with any excess paid to you. In the event of a partial taking of the property, unless you and we otherwise agree in writing, the sum secured by this Mortgage shall be reduced by the amount of the proceeds anticipated by the following fraction: (i) the total amount of the sum secured immediately before the taking, divided by (ii) the fair market value of the property immediately before the taking. Any balance shall be paid to you.

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20. If the Mortgagor fails to make payment of any sum secured by this Mortgage or fails to pay any taxes or other amounts due under this Mortgage, or fails to comply with any provision of this Mortgage, the Lender shall have the right to accelerate the maturity date of this Mortgage and to require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose the Mortgage by judicial proceeding. The notice shall further inform you of the right to complete after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, or our notice, we may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose the Mortgage by judicial proceeding. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

21. PURCHASE: Upon acceleration under paragraph 20 or abandonment of the property and at any time prior to the expiration of any period of redemption following judicial sale, no 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. Any rents or of the Receiver collect 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, trustee's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage.

22. RELEASE: Upon payment of all sums secured by this Mortgage, we shall release this Mortgage without charge to you. We shall pay any recording costs.

23. WAIVER OF Homestead: You waive all right of homestead exemption in the property.

24. TRUSTEE EXCULPATION: If this Mortgage is executed by an Illinois land trust, trustee executing this Mortgage is trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it in such trustee, and it is expressly understood and agreed by us and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Agreement secured by this Mortgage shall be construed as creating any liability on the trustee specifically to the said Agreement or any interest that may appear therein, or any indebtedness securing his bonds or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any liability on this Mortgage and the agreement secured hereby shall be solely against and not of the property hereby conveyed, or enforcement of the provisions herein and of said Agreement, but this waiver shall in no way affect the personal liability of any individual co-trustee or participant in the Agreement.

Dated: AUGUST 14, 1972.

IF MORTGAGOR IS AN INDIVIDUAL:

X *Thomas J. Barnoski*  
Individual Mortgagor THOMAS J. BARNOSKI

X *Barbara Barnoski*  
Individual Mortgagor BARBARA BARNOSKI

Other Owner

STATE OF ILLINOIS

188

COUNTY OF COOK

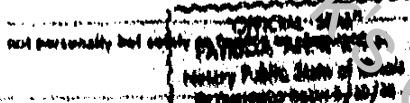
I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that  
THOMAS J. BARNOSKI AND BARBARA BARNOSKI, HIS WIFE,

personally known to me to be the same persons whose names are affixed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY, and each of them, delivered the said instrument to THEIR, free and voluntary act, for the uses and purposes herein set forth, in writing the date and manner of the right of instrument.

Given under my hand and affixed seal this 14th day of August, 1972.

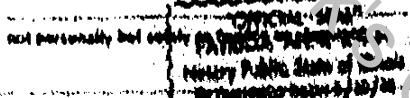
Commissioner of Seal

Notary Public



92-277-85  
Office

IF MORTGAGOR IS A TRUST:



ATTEST:

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STATE OF ILLINOIS

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COUNTY OF

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that  
President and

Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument at their own free and voluntary act and at the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth and the said

President and Secretary did also then and there acknowledge that he, as president of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument at his own free and voluntary act and at the free and voluntary act of said President, as Trustee, for the uses

and purposes therein set forth.

Given under my hand and affidavit seal, this

Notary Public

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MAP 1928

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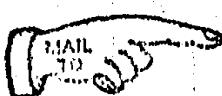
I CERTIFY THAT THE COPY  
IS A TRUE COPY  
OF DOCUMENT # 91827617  
Carrie Roselle Bryan  
RECORDED CLERK  
COOK COUNTY, IL  
1 PM

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A large, semi-transparent watermark is angled diagonally across the page. The text "Property of Cook County Clerk's Office" is written in a serif font, with "Property of" at the top left, "Cook County" in the middle, and "Clerk's Office" at the bottom right. Below the main text, there is a small, partially visible "C" at the bottom right corner.

CERTIFIED COPY

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CAROL MOSELEY BRAUN

**CAROLYN MOSELEY BRAUN**  
RECORDER OF DEEDS / REGISTRAR OF TORPEDO TITLES  
COOK COUNTY, ILLINOIS

Document No.

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