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92796205

This instrument was prepared by:

Thomas S. Fisner
900 Maple Roads
Homewood, IL 60430.....
(Address)

MORTGAGE

THIS MORTGAGE is made this 21st day of October, 1992, between the Mortgagor, SHELDON T. CEASER, a married person (herein "Borrower"), and the Mortgagee, THE SOUTH SHORE BANK OF CHICAGO, a corporation organized and existing under the laws of Illinois, whose address is 7054 Jeffery Avenue, Chicago, Illinois 60649. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 21, 1992 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 21, 2007.

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:

Lots 32, 33 and 34 in Dunham's Subdivision of the South 661 feet of the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

permanent index number: 20-11-212-012;
20-11-212-012

DEPT-01 RECORDING \$27.50
T31111 TRAN 9316 10/27/92 12:11:00
14662 # *-92-796205
COOK COUNTY RECORDER

92796205

which has the address of 1243 East 50th Street, Chicago, Illinois 60615. (herein "Property Address");
(Street) (City)
(State and Zip Code)

2700

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, water rights, and water stock, and all fixtures now or hereafter 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 that 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.

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MAIL TO:
Thomas S. Etsner
900 Maple Road
Hornwood, IL 60430

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(Specify below this line reserved for Lender and Recorder.)

My Commission expires

Given under my hand and attested seal this 21st day of October 1992

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I, the undersigned, a Notary Public in and for said county and state,
do hereby certify that, SHELDON T. CEASER, a married person
personally known to me to be the same person(x), whose name(x) is
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein

STATE OF ILLINOIS
COOK COUNTY

—100—

SHELDON T. GEAR

In witness whereof, Borrower has executed this Mortgage.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, 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 and shall bear interest from the date of disbursement at 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 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor 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 the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall run to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

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

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises 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 pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as 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 prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof 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 cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may 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 proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Relocate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and
condition of making the loan secured by this Mortgage. Borrower shall pay the premium required to maintain such
reasonable attorney's fees and carry upon the property to make certain that the Lender's required mortgage insurance is as a
bankrupt or deceased, then Lender's option, upon notice to Borrower, may make such application of proceeds
immediately, but not limited to, eminent domain, insolvency, code enforcement, or proceedings involving a
Mortgage, but not limited to, commencement which materially affects Lender's interest in the Property,
7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this
where a party hereto.

shall be incorporated into and supplement the covenants and agreements of this Mortgage as if the rider
is executed by Borrower and recorded together with this Mortgage, the Lender's right to sue for damages
or compensation of planned unit development, and consequences of planned unit developments under the
or consequences creating or governing the condominium of planned unit development, all of which
and shall comply with the provisions of any lease of this Mortgage is an easement, if this Mortgage is on a unit in a
and shall keep the Property in good repair and shall not commit waste or permit deterioration of the Property
shall postpone the date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of
6. Preferential and Alternative of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower
agreement.

or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to the sale
in and to any lessee, if under paragraph 18 hereof the Property is acquired by Lender, title and interest of Borrower
such installments, if Borrower fails to respond to Lender's claim for insurance benefits, Lender
or postpone the date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of
Leases Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend
or to the sums secured by this Mortgage.

is authorized to collect the insurance proceeds as Lender's option either to restoration of the Property
date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender
to Borrower, if the Property is abandoned by Borrower fails to respond to Lender's claim for insurance benefits, Lender
be impaired, the insurance proceeds shall be applied to the excess of this Mortgage would
not thereby impaired. If such restoration or repair is not economically feasible or if the excess of this Mortgage is
the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is
Leases Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of
by Borrower.

Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly
and Borrower shall promptly furnish to Lender all relevant notices and all receipts of renewals, in the event of loss,
claims to form legal basis to the insurance carrier to pay the amounts secured by this Mortgage.
All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage
insurance carrier.

provided under paragraph 2 hereof, if not paid in such manner, by Borrower making payment, when due, directly to the
that such notice shall not be reasonable within. All premiums, insurance policies shall be paid in the manner
such coverage exceed that amount of coverage required by Lender may require to pay the amounts secured by this Mortgage.

The insurance carrier of coverage required to pay the amounts secured by Lender may require to pay the amounts secured by
and in such amounts and for such periods as Lender may require, extended coverage, and such other hazards as Lender may require
against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require
5. Hazard Insurance. Borrower shall keep the insurance of hazards reflected on the Property of any part thereof,
legal proceedings which operate to prevent the occurrence of the hazard or forfeiture of the Property of such loss in,
such loss in a manner acceptable to Lender or shall be liable for such costs incurred by, or defend enforcement of such loss in,
required to discharge any such loss as Borrower, a shall agree in writing to the payment of the damages caused by
Borrower shall promptly discharge any loss which has priority over this Mortgage; provided, that Borrower shall not be
Borrower shall make payment promptly, Borrower shall promptly furnish to Lender records evidencing such payments,
payee thereof, Borrower shall furnish to Lender all notices of amounts due under this paragraph, and directly to the
provided under paragraph 2 hereof a priority over this Mortgage, and leases held by Lender under this Note, if any, in the manner
the Property which may attain a priority over this Mortgage, fines and impositions attributable to
4. Liens, Borrower shall pay to Lender, all taxes, assessments and other charges, fines and impositions attributable to
principal on any future Advances.

Note and paragraphs 1 and 2 herein, shall be applied by Lender to the principal of amounts payable to Lender by Borrower
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the
Lender in the name of application as a credit immediately prior to the sale of the Property or its acquisition by Lender, any Funds
held by Lender if under paragraph 1 hereof, shall be applied by Lender to the principal of amounts payable to Lender by this Mortgage.

Lender to Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed
Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed
held by Lender shall not be sufficient to pay the amounts of premiums and ground rents as they fall due,
provided to Borrower on monthly installments of Funds, to the amount of the Funds
accrues, including interest on monthly installments of Funds, at the rate of interest of the Funds
the due dates of taxes, assessments, insurance premiums and round rents, shall exceed the amount required to pay said taxes,
If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to
by this Mortgage.

If the Funds held by Lender, together with the future monthly installments of Funds payable prior to
upfront fee which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured
shall save to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the
Lender shall not be required to pay taxes, assessments, insurance premiums and ground rents as they fall due,
held by Lender shall not be sufficient to pay the amounts of premiums and ground rents as they fall due,
Borrower shall pay to Lender any interest on monthly installments of Funds, to the amount of the Funds
provided to Borrower on monthly installments of Funds, at the rate of interest of the Funds
accrues, including interest on monthly installments of Funds, at the rate of interest of the Funds
the due dates of taxes, assessments, insurance premiums and round rents, shall exceed the amount required to pay said taxes,
If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to
by this Mortgage.

If the Funds held by Lender in an amount equal to the deposits of assessments and extraordinary expenses
time to time by Lender on the basis of assessments and extraordinary expenses incurred from
plus one-half of yearly premiums installments for mortgage insurance, of any all reasonably estimated initially and from
Mortgage, and round rents on the Property, of any, plus one-tenth of yearly premiums installments for hazard insurance,
a sum certain ("Funds"), equal to one-twelfth of the yearly taxes, and assessments which may accrue over this
to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full,
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay
indebtedness evidenced by the trustee certificate and tax charges as provided in the Note, and the principal of and interest on the
1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the
INTEREST COVANTS. Borrower and Lender covenant and agree as follows: