

# UNOFFICIAL COPY

## RECORDATION REQUESTED BY:

Maryland National Bank  
P. O. Box 17069  
Baltimore, MD 21203



## WHEN RECORDED MAIL TO:

Maryland National Bank  
P. O. Box 17069  
Baltimore, MD 21203

MAIL TO

93827608 92827608

## SEND TAX NOTICES TO:

BRENDAN P. CHAMBERS and PATRICIA A. CHAMBERS  
8505 N. NEWLAND STREET  
CHICAGO, IL 60656

DEPT-01 RECORDING  
T#5555 TRAN 0481 11/05/92 15:18:00  
90902 & E \* 92-827608  
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MARYLAND NATIONAL BANK

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We want you to grow.®

## MORTGAGE

270

THIS MORTGAGE IS DATED OCTOBER 16, 1992, between BRENDAN P. CHAMBERS and PATRICIA A. CHAMBERS, H/W/J/W, whose address is 5505 N. NEWLAND STREET, CHICAGO, IL 60656 (referred to below as "Grantor"); and Maryland National Bank, whose address is P. O. Box 17069, Baltimore, MD 21203 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in ditches with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

see exhibit "A" which is attached hereto, incorporated herein, and made a part hereof as though fully set forth herein.

The Real Property or its address is commonly known as 5505 N. NEWLAND STREET, CHICAGO, IL 60656. The Real Property tax identification number is 13-07-107-018.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

**Grantor.** The word "Grantor" means BRENDAN P. CHAMBERS and PATRICIA A. CHAMBERS. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness and their personal representatives, successors and assigns.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Note.** The word "Note" means the promissory note or credit agreement dated October 16, 1992, in the original principal amount of \$10,155.00 from Grantor to Lender, together with all modifications of and renewals, replacements, and substitutions for the promissory note or agreement. The interest rate on the Note is 13.750%. The Note is payable in 84 monthly payments of \$188.89 and a final estimated payment of \$.

The maturity date of this Mortgage is October 16, 1999.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Rents.** The word "Rents" means all present and future rents, royalties, income, issues, royalties, profits, and other benefits derived from the Property.

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THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Real Property and collect the Rents.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance (or commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein, whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.



Signed, acknowledged and delivered in the presence of:

X [Signature]  
Witness

X \_\_\_\_\_  
Witness

This Mortgage prepared by: X [Signature]  
ANN KUMROW

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Illinois  
COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared BRENDAN J. CHAMBERS and PATRICIA A. CHAMBERS, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of October, 1992.

By W. Warren Roth Reading at Chicago, Illinois

Notary Public in and for the State of Illinois My commission expires May 2, 1996

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Cook County Clerk's Office  
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