

92942415

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LOAN # 4108016
CASE #

23⁰⁰

For good and valuable consideration HYDE PARK BANK AND TRUST COMPANY does hereby grant, bargain, sell, assign, transfer, and set over unto MIDWEST MORTGAGE SERVICES, INC., a Corporation of the State of Illinois, a certain Indenture of Mortgage bearing date the 16th day of NOVEMBER, 19 92 made by SCOTT CRAIG DEERWESTER, ALSO KNOWN AS SCOTT DEERWESTER and JOANN SIU-YING DEERWESTER, ALSO KNOWN AS JOANN DEERWESTER, HIS WIFE, AS JOINT TENANTS to HYDE PARK BANK AND TRUST COMPANY and all its right, title, and interest to the premises therein described as follows:

737659P

UNIT NUMBER 5488-1 AS DELINEATED ON SURVEY OF LOTS 10 AND 11 (EXCEPT THE WEST 8 FEET THEREOF TAKEN AND CONDEMED FOR AN ALLEY) IN BLOCK 1 IN EAST END SUBDIVISION OF PARTS OF SECTIONS 12 AND 13 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION MADE BY MM AND HM COMPANY AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 19405539, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID LOTS 10 AND 11) (EXCEPT THE WEST 8 FEET THEREOF TAKEN AND CONDEMED FOR AN ALLEY) IN BLOCK 1 IN EAST END SUBDIVISION AFORESAID (EXCEPTING FROM SAID LOTS 10 AND 11 ALL THE LAND, PROPERTY AND SPACE COMPRISING ALL THE UNITS OF SAID PROPERTY AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY ILLINOIS.

ILLINOIS
NOV 20 1992
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TAX ID #: 20-12-114-039-1001 VOLUME NO.: 255
5488 S. EVERETT UNIT 1 CHICAGO, ILLINOIS 60615

which said Mortgage is recorded in the office of the
County of COOK in the State of ILLINOIS RECORDER'S as Document Number 92942414

Together with the principal note therein described, and the money due or to become due thereon with the interest, unto said MIDWEST MORTGAGE SERVICES, INC. its successors or assigns, Forever, subject only to the provisions in the said Indenture of Mortgage.

In Witness Whereof, HYDE PARK BANK AND TRUST COMPANY has executed this instrument by its duly authorized officers and has caused its Corporate seal to be here affixed, this 20th day of NOVEMBER, 19 92

HYDE PARK BANK AND TRUST COMPANY

(SEAL)

By:

CLAUDIO RICCI SENIOR VICE PRESIDENT

Authorized Signature
Type name and title

92942415

Attest: Georgene M. Pavelec
Authorized Signature
GEORGENE M. PAVELEC ASSISTANT SECRETARY
Type name and title

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that the above named CLAUDIO RICCI and the above Named GEORGENE M. PAVELEC of HYDE PARK BANK AND TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such officers and to be such officers, appeared before me this day in person and, being first duly sworn, said and acknowledged that they are such officers, that they respectively signed, sealed with the corporate seal and delivered said instrument as the free and voluntary act of said CORPORATION and as their own free and voluntary act as SENIOR VICE PRESIDENT ASSISTANT SECRETARY respectively, by authority of the Board of Directors of said corporation for the uses and purposes therein set forth, and that seal affixed to said instruments is the corporate seal of said corporation.

Given under my hand and Notarial Seal this 20th day of NOVEMBER, 19 92

Edreana L. Tripplett
Notary Public

This instrument prepared by and return recorded document to:

My Commission Expires

JENNIFER FORTNER
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181



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Property of Cook County Clerk's Office

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123004-54 (11/07/00)

The property, having an address of 950 N. Michigan Unit 3501, Chicago, IL, 60611 together with all... TOGETHER with all the improvements now or hereafter erected on the property covered by this Mortgage, and 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 in this Mortgage as the "Property")...

1. Payment of Principal and Interest: You shall promptly pay or cause to be paid, the amount of principal and interest due under the Agreement... 2. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender will be applied first to unpaid finance charges... 3. Prior Encumbrances, Liens, and Other Obligations: You shall perform all of your obligations under any mortgages, liens, and other obligations...

Security. You hereby mortgage, grant, and convey to Lender the following described real estate located in the County of Cook State of Illinois, subject only to prior encumbrances, restrictions, and the lien of this Mortgage: (insert legal description) of the County of Cook State of Illinois, and convey to Lender the right to mortgage, grant, and convey the Property, and that the Property is unencumbered, except for encumbrances of record. You covenant that you warrant and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Indebtedness Being Secured. You are signing this Mortgage to secure to Continental Bank N.A. and its successors and assigns, for the persons signing this instrument and the word "Lender" refers to Continental Bank N.A. as Trustee Under Trust Agreement dated March 8, 1991 between Laisalle National Trust N.A. as Trustee Under Trust Agreement dated March 8, 1991 and Continental Bank N.A., 231 South LaSalle Street, Chicago, Illinois 60697, as Mortgagee. As used in this document the words "you" and "your" refer to the persons signing this instrument and the word "Lender" refers to Continental Bank N.A. and its successors and assigns.

Equity Line Agreement (the "Agreement") dated the same date as this Mortgage in the amount of \$ 100,000.00 (Finance Charges), fees, charges, and other amounts that may be owing under the Agreement providing for monthly payments of interest (Finance Charges) and providing for all sums owing to Lender hereunder and under the Agreement if not paid earlier either voluntarily or required to be paid on December 1, 1997 ("Maturity Date"), and all renewals, extensions, modifications or of the Agreement. (ii) any amounts advanced to protect the security of this Mortgage, (iii) the performance of the parties signing the Agreement, and (iv) your performance of covenants and agreements contained in the Mortgage. The Agreement sets forth terms under which the rate (Annual Percentage Rate) at which the Finance Charge is computed may change over the term of the Agreement. The Annual Percentage Rate may vary each month if the Prime Rate used to determine the Annual Percentage Rate changes. The Prime Rate shall mean the highest of the Prime Rates, as reported in the Money Rates Section of the Wall Street Journal on the last business day of the month before the Billing Period in which it is to be applied. The effect of an increase in the Annual Percentage Rate will be an increase in the scheduled minimum monthly payment of the Finance Charge. The Agreement states that the interest rate component of the Annual Percentage Rate will not exceed 18%.

See attached Legal Description herein as a part of... State of Illinois, subject only to prior encumbrances, restrictions, and the lien of this Mortgage: (insert legal description) of the County of Cook State of Illinois, and convey to Lender the right to mortgage, grant, and convey the Property, and that the Property is unencumbered, except for encumbrances of record. You covenant that you warrant and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

THIS MORTGAGE is made this 1st day of December 19 92 between Laisalle National Trust N.A. as Trustee Under Trust Agreement dated March 8, 1991 and Continental Bank N.A., 231 South LaSalle Street, Chicago, Illinois 60697, as Mortgagee. As used in this document the words "you" and "your" refer to the persons signing this instrument and the word "Lender" refers to Continental Bank N.A. and its successors and assigns.

Continental Bank N.A., 231 S. LaSalle Street, Chicago, Illinois 60697. Attention: Jean M. Lamberth. 202 or Recorder's Box: 202. 92942410 MORTGAGE. This instrument was prepared by: Jean M. Lamberth, 231 S. LaSalle Street, Chicago, Illinois 60697. 92942410. 19 92

92942410

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PTN: 17-03-207-068-136

CHICAGO, ILLINOIS

12-9-94 8:10 PM

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8. Inspection. Lender may make a copy of the mortgage and file it upon the specifications of the Property provided that Lender shall give you notice prior to any such inspections.

9. Condemnation. Subject to the terms of any Prior Encumbrance, 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. Lender is authorized to collect the proceeds and, at Lender's sole option and discretion, to apply said proceeds either to restoration or repair of the Property or to the payment of the sums secured by this Mortgage.

10. Continuation of Your Obligation; Forbearance by Lender Not a Waiver; Remedies Cumulative. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to you or any of your successors in interest shall not operate to release, in any manner, your liability. Lender shall not be required to commence proceedings against such successor or 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 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. 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.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. Subject to the provisions of Paragraph 15 hereof, the covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and you. All covenants and agreements of yours shall be joint and several. Each of you who co-signs this Mortgage, but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage and warrant your interest in the Property to Lender under the terms of this Mortgage and to release homestead rights; (b) is not personally liable on the Agreement or under this Mortgage; and (c) agrees that Lender and any other Mortgagee hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Agreement without your consent and without releasing the Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, any notices required to be given under this Mortgage shall be served by hand delivery or by certified mail, return receipt requested. Notices shall be served upon you at the Property address and upon Lender at Lender's address stated herein. Notices shall be deemed to have been served and effective on the date of delivery, if hand-delivered, or three days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are sent by notice as provided herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. 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 that can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Your Copy. You shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation thereof.

15. Rehabilitation Loan Agreement. You shall fulfill all of your obligations under any home rehabilitation, improvement, repair, or other loan agreement that you enter into with Lender. Lender, at Lender's option, may require you to execute and deliver to Lender, in form acceptable to Lender, an assignment of any rights, claims, or defenses that you may have against parties who supply labor, materials, or services in connection with improvements made to the Property.

16. Transfer of the Property or of a Beneficial Interest in Mortgagor. It shall be an immediate default hereunder if, without the prior written consent of Lender, which consent shall be granted or withheld at Lender's sole discretion, you shall create, effect, or consent to or shall suffer or permit any conveyance, sale (including installment sale), assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation (collectively, "transfer") of the Property or any part thereof or interest therein (or if all or a portion of the beneficial interest of Mortgagor is transferred, where Mortgagor is not a natural person), in the event of such default, Lender may declare the entire unpaid balance, including interest, immediately due and payable; provided, however, the foregoing provisions of this Paragraph 16 shall not apply to the lien of current taxes and assessments not yet due and payable. This option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give you notice of acceleration. The notice shall provide a period of not less than 30 days from the date of service of the notice (as defined in Paragraph 12 hereof) within which you must pay or cause to be paid all sums secured by this Mortgage. If you fail to pay or cause to be paid said sums prior to the expiration of said 30-day period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on you.

17. Acceleration; Remedies. Except as provided in Paragraph 16 of this Mortgage upon your breach of any of the termination or acceleration covenants listed in the paragraph entitled Events of Default in the Agreement as events of default, including the covenants to pay when due any sums secured by this Mortgage, Lender shall, prior to such acceleration, give you notice as provided in the paragraph entitled Declaration of Event of Default; Remedies in the Agreement, specifying (i) the particular termination covenant that has been breached, (ii) the action, if any, required to cure such breach, (iii) a date, not less than 10 days from the date the notice is mailed to you, by which such breach must be cured; and (iv) 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 you 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 yours to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Lender shall be entitled to collect on such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and cost of documentary evidence, abstracts, and title reports.

Lender may also exercise all remedies available to it under the Agreement, including suspension of future credit privileges and decreasing the Credit Limit.

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

19. Revolving Loan. This Mortgage secures all Loans made and indebtedness outstanding under the Agreement from time to time (whether such Loans or indebtedness represent obligatory or discretionary advances) within 20 years from the date of this Mortgage. The Loans outstanding shall be secured to the same extent as if each were made on the date of this Mortgage, and the fact that there is no outstanding indebtedness under the Agreement shall not affect the priority of the lien of this Mortgage as it exists on the date of the Mortgage. This Mortgage shall be prior to all subsequent liens and encumbrances (except for tax liens and assessments levied on the Property) even if there is no indebtedness owing under the Agreement, to the extent of the Credit Limit shown in the Agreement and on the first page hereof, plus all other amounts owing under the Agreement and/or secured by or that may be secured by this Mortgage.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, you hereby assign to Lender the rents of the Property, provided that you shall, prior to acceleration under Paragraphs 16 and 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraphs 16 and 17 hereof or abandonment of the Property, and without further notice to you, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of, and manage the Property and to collect the rents of the Property, including those past due. Said receiver shall have the power to collect said rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All rents collected by 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 attorneys' fees, and then to the payment of the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage upon your payment of all costs and fees to release same, if any. You shall also pay all costs of recordation, if any.

22. Homestead Waiver. By signing below, you waive all rights of Homestead exemption in the Property.

23. Authority to Sign, if Corporation. The execution of this Mortgage has been duly authorized by our Board of Directors.

24. Riders, The Condominium Rider, attached hereto, if any, is incorporated herein and made a part hereof.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER PRIOR ENCUMBRANCES

You and Lender request the holder of any Prior Encumbrance or other encumbrance with a lien that has priority over this Mortgage to give notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the Prior Encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

Attest:

[Signature]
Assistant Secretary

LaSalle National Trust N. a. as Trustee
Under Trust Agreement dated March 8, 1991
and known as Trust Number 116070 and not a
[Signature]
VICE PRESIDENT

SPACE BELOW THIS LINE FOR ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK) MICKI HOWE

I, a Notary Public in and for said county and state, do hereby certify that Corinne Bek VICE PRESIDENT William H. Dillon ASSISTANT SECRETARY personally known to me to be the same person(s) Corinne Bek VICE PRESIDENT William H. Dillon subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Corinne Bek VICE PRESIDENT William H. Dillon signed and delivered the said instrument as VICE PRESIDENT ASSISTANT SECRETARY free and voluntarily act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of December, 1992.
My Commission expires:

[Signature]
Micki Howe
Notary Public, State of Illinois
My Commission Expires Dec. 10, 1994

92022416

25-A (MAY 1989)

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
UNDER TRUST NO. 116070

DATED December 1, 1992

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 116070. In the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagor or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

92022410

Office

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