

UNOFFICIAL COPY

91-63995-02

The instrument was prepared by

RICHARD J. JAHNS

(Date)

5133 W. FULLERTON AVENUE

(Address)

CHICAGO, IL 60639

MORTGAGE

THIS MORTGAGE was made the 16TH day of MARCH 1992, between the Mortgagor,
WILLIAM BINDER AND BLANCHE BINDER, HUSBAND AND WIFE

hereinafter referred to as the Mortgagors, and the Mortgagee,
a corporation, and not an individual, under the laws of the UNITED STATES OF AMERICA, whose address is
5133 WEST FULLERTON - CHICAGO, IL 60639

WHEREAS, Mortgagors indebted to Lender in the principal sum of 150,000.00 US Dollars, AND NO/100,

Dollars, which indebtedness is evidenced by Borrower's note dated MARCH 16, 1992, wherein Mortgagors promise to pay monthly installments of principal and interest, with the balance of the indebtedness, if not paid at the time of maturity, APRIL 1, 2007.

WHEREAS, Mortgagors, in the repayment of the indebtedness evidenced by the Note, with interest thereon, the principal amount of which will be due on the date of final payment hereinafter to protect the security of the Mortgagors, to the principal amount of the Note, and agreement of Borrower herein contained, and (b) the repayment of the principal amount of the Note, to be due Borrower by Lender pursuant to paragraph 21 hereof, thereon, and in consideration of the above-stated indebtedness to Lender, the following described property located in Cook County, Illinois:

PARCEL 1, THE NORTHERN 100 FEET OF THE SOUTHWEST CORNER OF THE 140' X 100' LOT 4, WEST SIDE THEREOF, TAKEN AS A TRACT LYING NORTHEASTLY AND SOUTHWESTLY OF THE LINE OF THE REAR 75 FEET OF THE SOUTHEAST CORNER OF THE 140' X 100' LOT 4, WEST SIDE THEREOF, 76.55 FEET NORTH OF THE SOUTHWEST CORNER OF THE EAST TRACT, 140' X 100', ALSO ADDITION TO THE BROWNS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST TRACT, 140' X 100', BEING A 40' X 100' RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2, THE SOUTHERN 20 FEET OF THE WEST END OF LOT 4 IN BLOCK 2 IN 1ST ADDITION TO THE BRONX ACCORDING TO COOK COUNTY RECORDS.

ALSO

92229058

PARCEL 3, THE NORTHERN 100 FEET OF THE SOUTHWEST CORNER OF THE 140' X 100' LOT 4, WEST SIDE THEREOF, TAKEN AS A TRACT LYING NORTHEASTLY AND SOUTHWESTLY OF THE LINE OF THE REAR 75 FEET OF THE SOUTHEAST CORNER OF THE 140' X 100' LOT 4, WEST SIDE THEREOF, 76.55 FEET NORTH OF THE SOUTHWEST CORNER OF THE EAST TRACT, 140' X 100', ALSO ADDITION TO THE BROWNS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST TRACT, 140' X 100', BEING A 40' X 100' RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

DEPARTMENT OF REVENUE RECORDS

RECEIVED - DEPT. OF REVENUE - 1992-03-16
CITY OF CHICAGO - FROM 5133 W. FULLERTON - APR. 1992
\$8229.20 - 400-1222658
COOK COUNTY RECORDER

which is located at 4709A CHURCH

(Street)

SKOKIE

(City)

STATE OF ILLINOIS
County of Cook, Case #

Chancery Property Address:

Debtors, proprietors, lessees, improvements, fixtures, fixtures, erected on the property, and all easements, rights, and other rights, and all other interests in the property, including, but not limited to, water, water rights, and water stock, and all rights, powers, franchises, and other rights in the property, all of which, including replacements, and additions thereto, shall be given to the Lender, and all of the property covered by the Mortgage, and all of the foregoing, together with said property, and the personal property of the Mortgagors and Household, are herein referred to as the "Property."

Borrower agrees to defend the title to the Property, lawfully acquired, to the estate hereby conveyed and has the right to mortgage, sell, lease, or otherwise dispose of the Property, in manner intended, and that Borrower will warrant and defend the title to the Property against all claims and demands, subject to any declarations, covenants, or restrictions contained in a schedule of exception to coverage in any title insurance policy insuring Lender's interest in the property.

BOND 403

ILLINOIS

EMERGENCY MORTGAGE INSTRUMENT

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and the other two were found to be identical with the first. The first was found to contain 1.0% of the total weight of the sample.

The previous and subsequent chapters have been concerned with the development of the law relating to the protection of the individual against the state.

the following day, the 2nd, the party reached the village of *Chitambar*, where they were received by the *Amir* of the *Khanda* who had been sent to meet them.

Reporters should be allowed to report on legislation or other matters which may affect their professional interests.

the first time in the history of the world that the powers and peoples of the world have passed to less

the first time in history that the United States has been involved in a major war without having previously taken part in the conflict.

In chapter 10, I argue that the best way to understand the development of the theory of federalism is to focus on the political context in which it was developed. The theory of federalism was developed in response to the political context of the American Revolution, which was characterized by a struggle between the central government and the states over the distribution of power. The theory of federalism was developed to address this struggle, and it has since become a central part of American political thought.

After the first few days of the experiment, the subjects were asked to keep a diary of their thoughts and feelings about the diet.

any bundle of properties should be limited to those which are directly related to the business.

The first step in the process is to identify the primary differences between the two groups. This can be done by examining the raw data and looking for patterns or trends that are unique to each group. Once these differences have been identified, they can be used to develop a model that can predict which group a new observation belongs to.

The Fund to pay debts and taxes before applying the funds to a federal income tax liability.

With the exception of the first two, the remaining specimens were collected from the surface of the soil.

1. *Principles of programming in memory*

PLANNED UNIT DEVELOPMENT RIDER

01-63995-02

THIS PLANNED UNIT DEVELOPMENT RIDER, made the 16th day of MARCH
1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or
Security Document ("Security Instrument") of the same date, given by the undersigned ("the Borrower") to secure
Repayment of Notes to CRAGIN FEDERAL BANK FOR SAVINGS ("the Lender")
of the same date and covering the Property described in the Security Instrument and located at
4709A CHURCH SKOKIE IL 60076

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such par-
cel(s) and certain common areas and facilities as described in

the "Declaration" of the Property as part of a planned unit development known as

NAME OF PLANNED UNIT DEVELOPMENT

CLOUD CITY, the Property also includes Borrower's interest in the homeowner association or equivalent entity
owning or managing the common areas and facilities of the PUD (the "Owner's Association"), and the uses, benefits
and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument,
Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent
Documents ("the Constituent Documents") and the "Declaration," *articles of incorporation*, trust instrument or
any equivalent document which creates the Owner's Association and territory by laws or other rules or regulations of
the Owner's Association. Borrower shall promptly pay, when due, all due and *accrued* amounts imposed pursuant to the
Constituent Documents.

B. Hazard Insurance. Subject to the Owner's Association's action with a generally accepted insurance
carrier, Borrower shall maintain the Property which is satisfactory to Lender and which provides
insurance coverage in the amount, for the period, and against the hazards Lender requires, including fire and
hazard insurance with the term "extended coverage," then

(a) Lender retains the provision in Uniform Covenant 1 for the monthly payment to Lender of one-twelfth
of the yearly premium requirement for hazard insurance on the Property; and

(b) if the PUD's Association under Uniform Covenant 1 fails to maintain hazard insurance coverage on the
Property as required, subject to the extent that the required coverage is provided by the Owners' Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by
the Owner's Association policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to
the Property or common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned
and shall be paid to Lender. Lender shall apply the proceeds to the sum secured by the Security Instrument, with
any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such action as may be reasonable to insure that the
Owner's Association maintains public liability insurance policy acceptable in form, amount, and *extent of coverage*
to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to
Borrower in connection with any condemnation or other taking of all or any part of the Property or the common
areas and facilities of the PUD, after notice of convenience, *in lieu of condemnation*, are hereby assumed and shall be paid
to Lender. Such proceeds shall be applied by Lender to the sum secured by the Security Instrument, with
any excess paid to Borrower.

E. Lender's Prior Consent. Borrower shall not except after notice to Lender and with Lender's prior
written consent, either *partition* or subdivide the Property or consent to

(a) the abandonment or termination of the PUD, except for abandonment or termination required by law
in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent
domain;

(b) any amendment to any provision of the "Constituent Documents" if the provision is for the express
benefit of Lender;

(c) any termination of professional management and assumption of self-management of the Owner's
Association; or

(d) any change which would have the effect of rendering the public liability insurance coverage
uninsured by the Owner's Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them.
Any amount so paid by Lender under the paragraph 1 shall become additional debt of Borrower secured by the
Security Instrument. Under Borrower and Lender agree to other terms of payment, these amounts shall bear interest
from the date of first payment to the Note rate and shall be payable with *interest*, upon notice from Lender to
Borrower to pay same.

BORROWER, PUD RIDER, does hereby accept and agrees to the terms and provisions contained in this PUD Rider.

Seal
Borrower

William Binder
WILLIAM BINDER

(Seal)
Borrower

(Seal)
Borrower

William Binder
WILLIAM BINDER

(Seal)
Borrower

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upon the date of acceleration under the Mortgage, all Borrower pays Lender all sums which would be then due under the Mortgage, plus interest thereon from the date of such future Advances, until any further acceleration occurs; (ii) Borrower agrees, all as set forth above, that the covenants and agreements of Borrower contained in this Mortgage, (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in instituting, conducting or settling any suits, claims or proceedings, including, but not limited to, reasonable attorney's fees, and (d) Borrower shall make available to Lender and reasonably require Lender to see that the holder of this Mortgage, Lender's interest in the Property and property obligations to pay the sums secured by the Mortgage shall continue unimpaired. Upon such payment and upon the release of the Mortgage, and the obligations accrued hereby shall remain in full force and effect as if no acceleration had occurred.

30. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property provided that Borrower shall, prior to acceleration under paragraph 19 hereof, pay all amounts due under the Mortgage, have the right to collect and retain such rents as they become due and payable.

If upon acceleration under paragraph 19 hereof, or abandonment of the Property, and at any time prior to the expiration of any period of time required by the following paragraph, Lender, in person, by agent or by a personally appointed receiver, shall be entitled to enter upon the property and to manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including attorney's fees received by receiver, for premium on receiver's bonds and reasonable attorney's fees, and then to the sum so used to satisfy Lender and the receiver shall be liable to account only for those rents actually received.

31. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future Advances to Borrower. Such future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes, assignments and notes, or otherwise. At no time shall the principal amount of the indebtedness secured by the Mortgage, plus future Advances in accordance therewith, to protect the security of this Mortgage, exceed the original amount of \$14,400.00.

32. Release of Mortgagor. When and if all sums secured by the Mortgage, Lender shall release the Mortgage ~~to~~ to Borrower, provided that all costs of recordation shall be paid.

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

34. Waiver of Right of First Recovery. Borrower waives the right of first recovery under the Mortgage.

William E. Sandberg
WILLIAM E. SANDBERG

Beverly E. Sandberg
BEVERLY E. SANDBERG

Wm. E. Sandberg
WM. E. SANDBERG
BENJAMIN BINDER

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

NOTICE OF SIGNATURES

Cook

County

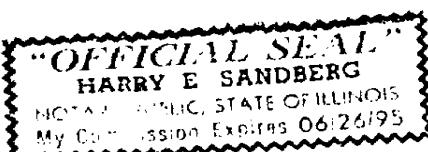
I, Harry E. Sandberg, Notary Public in and for said county and state, do hereby certify that
WILLIAM E. SANDBERG AND BEVERLY E. SANDBERG, HUSBAND AND WIFE

92229658

personally known to me to be the same persons by whose names they are subscribed to the foregoing instrument, appeared before me on the day of 16, 1992, and acknowledged that they signed and delivered the said instrument as their free act and deed for the uses and purposes therein set forth.

Given under my hand and affixed to and, the 16th day of MARCH, 1992.

Notary Public, my Commission Expires 06/26/95



Harry E. Sandberg

Please sign below this line. Reserved for Lender and Recorder.

RETURN TO BOOK 409

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to the parties involved in this Mortgage. This document is intended to set forth the terms of this Mortgage and to provide the parties with a record of the same. It is not intended to be a complete or final document and it is not intended to be binding upon either party until it has been signed by both parties. It is the intent of the parties to enter into a formal agreement at a later date which will supersede this document.

This Mortgage is made and entered into this 1st day of May, 2013, between John Doe, hereinafter referred to as "Lender", and Jane Doe, hereinafter referred to as "Borrower".

The Lender and Borrower agree as follows:

1. **Lender's Right to Retain Title.** The Lender shall retain title to the property described in this Mortgage until the principal amount due under this Mortgage has been paid in full and all other amounts due under this Mortgage have been paid in full. The Lender shall not be liable for any damage to the property caused by the Borrower.

2. **Borrower's Duties.** The Borrower shall pay all taxes, insurance premiums, and other expenses related to the property described in this Mortgage. The Borrower shall not make any improvements to the property without the written consent of the Lender.

3. **Default.** If the Borrower fails to make timely payments on the principal or interest of this Mortgage, or if the Borrower fails to pay any taxes, insurance premiums, or other expenses related to the property, the Lender may declare a default and may foreclose on the property.

4. **Termination.** This Mortgage shall terminate when the principal amount due under this Mortgage has been paid in full and all other amounts due under this Mortgage have been paid in full.

5. **Amendments.** Any amendment to this Mortgage must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Mortgage as of the date first above written.

John Doe _____
Jane Doe _____

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, ON THIS 1st DAY OF MAY, 2013, AND INDEXED IN BOOK 12345, PAGE 12345.

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