

UNOFFICIAL COPY

LOAN NO. 40 12700 0

Individual Form

THE UNDERSIGNED:

KATHLEEN J. BROWN, A WIDOW

of the County of COOK State of ILLINOIS

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to:

SOUTH FEDERAL SAVINGS BANK

a corporation organized and existing under the laws of the United States of America (hereinafter referred to as the Mortgagee), the following real estate in the County of COOK State of ILLINOIS to-wit:

LOT 9 IN BLOCK 7 IN GROSS NORTH ADDITION TO CHICAGO BEING A SUBDIVISION OF SOUTH WEST HALF OF EAST HALF OF SOUTH EAST QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-19-429-036

KJB 92286845

commonly known as 1111 WEST WENDELL CHICAGO, ILLINOIS 60640
S.E.N. 11 13 42 03

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishings of such by law or custom is customary or appropriate, including screens, window shades, storm doors and windows, if or covered, if covered, awnings, awnings, awnings and water heaters, all of which are intended to be and are hereby included to be a part of said real estate whether physically attached thereto or not, and also together with all easements and the rents, issues and profits of said premises which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, for the uses therein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagee does hereby release and waive. To the extent permitted by law, the Mortgagor hereby waives any right of redemption in the event of foreclosure.

TO SECURE

By the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of **EIGHTY EIGHT THOUSAND NINE HUNDRED AND 00/100 Dollars (\$88,900.00)** and a Note, together with interest thereon as therein provided, is payable in monthly installments of **EIGHT HUNDRED SIXTY TWO AND 45/100 Dollars (\$862.45)**, commencing the **FIRST** day of **JUNE, 1992**, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full, except that the final payment of principal and interest, if not sooner paid, shall be due on the **FIRST** day of **MAY, 2007**.

On any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of the principal amount of said note, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in this Mortgage.

That the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) to pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) to pay when due and before any penalty attached thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property, and also to furnish Mortgagee, upon request, duplicate receipts therefor, with which items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) to keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee naming when payable to the Mortgagee, and in case of foreclosure shall be payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a judicial sale deed, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, returns, releases and assignments required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, releases and releases required of him to be signed by the Mortgagee for such purposes, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the redemption of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) immediately after destruction or damage to premises and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter in said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering the destruction or damage; (5) to keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof.

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Property of Cook County Clerk's Office

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(6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act. (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property, (d) a sale, assignment or transfer of any rights, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property. (9) (a) The Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the property. (b) Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any Hazardous Substance or Environmental Law of which mortgagor has actual knowledge. If mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Mortgagor shall promptly take all necessary remedial action in accordance with Environmental Law. (c) As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substance by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

B This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

C. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

D That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that maybe added to the mortgage indebtedness under the terms of this mortgage contract;

E That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

F That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately;

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1. The Mortgagee shall have the right to require the Mortgagor to pay the interest on the loan in accordance with the terms of the promissory note and to pay the principal of the loan in accordance with the terms of the promissory note and the Mortgagee's election of the method of payment of the principal of the loan. The Mortgagee shall have the right to require the Mortgagor to pay the interest on the loan in accordance with the terms of the promissory note and to pay the principal of the loan in accordance with the terms of the promissory note and the Mortgagee's election of the method of payment of the principal of the loan. The Mortgagee shall have the right to require the Mortgagor to pay the interest on the loan in accordance with the terms of the promissory note and to pay the principal of the loan in accordance with the terms of the promissory note and the Mortgagee's election of the method of payment of the principal of the loan.

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THE MORTGAGE COVENANTS

1. The performance of all of the covenants and conditions of the Mortgage shall be subject to the terms and conditions of the promissory note and the Mortgagee's election of the method of payment of the principal of the loan. The Mortgagee shall have the right to require the Mortgagor to pay the interest on the loan in accordance with the terms of the promissory note and to pay the principal of the loan in accordance with the terms of the promissory note and the Mortgagee's election of the method of payment of the principal of the loan.

2. The Mortgagee shall have the right to require the Mortgagor to pay the interest on the loan in accordance with the terms of the promissory note and to pay the principal of the loan in accordance with the terms of the promissory note and the Mortgagee's election of the method of payment of the principal of the loan. The Mortgagee shall have the right to require the Mortgagor to pay the interest on the loan in accordance with the terms of the promissory note and to pay the principal of the loan in accordance with the terms of the promissory note and the Mortgagee's election of the method of payment of the principal of the loan.

3. The Mortgagee shall have the right to require the Mortgagor to pay the interest on the loan in accordance with the terms of the promissory note and to pay the principal of the loan in accordance with the terms of the promissory note and the Mortgagee's election of the method of payment of the principal of the loan. The Mortgagee shall have the right to require the Mortgagor to pay the interest on the loan in accordance with the terms of the promissory note and to pay the principal of the loan in accordance with the terms of the promissory note and the Mortgagee's election of the method of payment of the principal of the loan.

4. The Mortgagee shall have the right to require the Mortgagor to pay the interest on the loan in accordance with the terms of the promissory note and to pay the principal of the loan in accordance with the terms of the promissory note and the Mortgagee's election of the method of payment of the principal of the loan. The Mortgagee shall have the right to require the Mortgagor to pay the interest on the loan in accordance with the terms of the promissory note and to pay the principal of the loan in accordance with the terms of the promissory note and the Mortgagee's election of the method of payment of the principal of the loan.

5. The Mortgagee shall have the right to require the Mortgagor to pay the interest on the loan in accordance with the terms of the promissory note and to pay the principal of the loan in accordance with the terms of the promissory note and the Mortgagee's election of the method of payment of the principal of the loan. The Mortgagee shall have the right to require the Mortgagor to pay the interest on the loan in accordance with the terms of the promissory note and to pay the principal of the loan in accordance with the terms of the promissory note and the Mortgagee's election of the method of payment of the principal of the loan.

62748154

Commonly known as 1718 WEST RIVER, CHICAGO, ILLINOIS 60612
E 1 N 14-19-403-406

NOT A MORTGAGE IN CONNECTION WITH THE SALE OF REAL ESTATE OR THE SALE OF REAL ESTATE TO BE MADE BY THE MORTGAGOR TO THE MORTGAGEE OR TO ANY OTHER PARTY.

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THE UNDERSIGNED
[Individual Form]
MORTGAGE
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92286845
LOAN NO. 40-11396-0

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INDENTURE, REV. 5-2-88
INDY, HOUST

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That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagor is hereby authorized and empowered, at his option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be committed by the Mortgagor, and upon the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagee and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises in mass without offering the several parts separately;

That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such succession or successors in interest, with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract;

C. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may sue and may set on foot any action to protect the lien hereof, that Mortgagor will repay upon demand any money paid or disbursed by Mortgagee (or any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the assets or proceeds of sale of said premises; it not otherwise paid, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any claim, mortgage or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do any act hereunder, and the Mortgagee shall not incur any personal liability, because of anything it may do or omit to do hereunder;

D. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note, hereby secured by the amount of such advance and shall be a part of said note and delivered. An additional advance agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

(6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act. (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appliances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement on said property, (d) a sale, assignment or transfer of any rights, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property. (9) (a) The Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substance on or in the property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential use and to maintenance of the property. (b) Mortgagor shall promptly give Mortgagor written notice if any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance, including the property is necessary, Mortgagor shall promptly take all necessary remedial action in accordance with Environmental Law. (c) As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substance by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection.

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That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligations contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns the Mortgagee; and that the powers herein mentioned be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27TH day of MARCH, 1992

[Handwritten signature] (SEAL) (SEAL)
..... (SEAL) (SEAL)

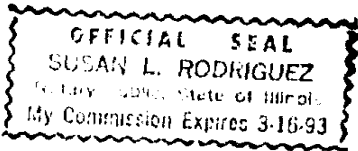
STATE OF ILLINOIS)

COUNTY OF COOK) I, Susan L. Rodriguez, a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY THAT KATHLEEN J. BROWN A WIDOW personally known to me to be same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal, this 27TH day of MARCH, 1992.

[Handwritten signature]
Notary Public



1718 WEST MELROSE STREET CHICAGO ILLINOIS 60657
Address City State Zip Code

THIS INSTRUMENT WAS PREPARED BY ROBERT H. ROEGER AT NORTH FEDERAL SAVINGS BANK, 100 W. NORTH AVENUE, CHICAGO, IL 60610
BOX 296

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