

UNOFFICIAL COPY

12286845

LOAN NO. 40 12396 0

MORTGAGE
Individual Form

THE UNDERSIGNED:

KATHLEEN J. BROWN, A WIDOW

of: 10216 S. 100th Street, County of Cook, State of Illinois

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

NORTHFIELD BANK & TRUST COMPANY

3/8

a corporation organized and existing under the laws of the United States or Mexico, referred to as the Mortgagee, the following real estate in the City of Chicago, 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

KJL 92286845

commonly known as 1118 N. 111th Street, Chicago, Illinois 60628
1118 N. 111th Street

together with all building improvements, fixtures, or appurtenances thereto erected thereon or placed therein, including all apparatus, equipment, fixtures, 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 there-in or thereon, the furnishing thereof, or by lease or otherwise, is auxiliary or appropriate, including screens, window shades, storm doors and windows, fireplaces, gas ranges, water closets, bathtubs, showers, stoves and water heaters, all of which are intended to be and are hereby declared to be a part of and subject to the mortgage being hereby attached thereto or hereinafter made together with all easements and the rents, issues and profits of said premises which are hereby so agreed transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgage is hereby subordinated 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 thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, except a full valuation dues of any taxes, liens and rights and benefits said Mortgagor does hereby release and waive. To the extent permitted by law, the Mortgagor hereby waives the right of redemption in the event of foreclosure.

TO OWE:

In the payment of a Note executed by the Mortgagor to the order of the Secured Lender, bearing even date herewith in the principal sum of EIGHTY EIGHT THOUSAND NINE HUNDRED AND 00/100 Dollars (\$88,900.00) with 8% interest thereon at therein provided, in payable in monthly installments of EIGHTH 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 Mortgagee become advanced 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 the Mortgage.

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

THE MORTGAGE 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 said before any penalty attached thereto, all taxes, special taxes, special assessments, water charges, and power service charges against said property, including those heretofore or hereafter due, and to furnish Mortgagee, upon request, duplicate receipts therefor, and (3) said item, extended, shall, said property will be reasonably leased valid for the purpose of this requirement as to keep the improvements and/or所述open and protected 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, after expiration of the period of redemption for the full insurable value thereof, to said company, the said lessor, agent or broker, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period of retention, and until the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure said policies to the owner of the certificate of sale, owner of my deficiency, my successor in possession, or any grantee in a judicial sale, and in case of loss under such policies, the Mortgagor is authorized to sign, 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, bills, vouchers, releases and assignments required to be signed by the insurance companies and the Mortgagor agrees to sign, open demand, all receipts, bills, and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the reduction of the property or upon the indebtedness hereby secured in its discretion, but similarly payment shall commence until said indebtedness is paid in full; (4) immediately after reforeclosure of this Mortgage, to promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premise, unless Mortgagor 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 liens hereof.

SACRIFICE

UNOFFICIAL COPY

(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 Mortgagor 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 Mortgagor 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;

UNOFFICIAL COPY

2025 RELEASE UNDER E.O. 14176

May 2007
The participants [all]...the students in the class...[had]...the students who had been invited to the
class before.

If the payment of a fine imposed by the Minister in the exercise of his functions under section 19 of the Water Act is not made within 30 days of the date of the notice of default, the Minister may issue a warrant for the arrest of the person liable to pay the fine.

and the *l*-isomer and its derivatives in which the *l*-series is the dominating one, may be separated from each other by either acid or basic hydrolysis.

all appendages, including the tail, which is long and slender, ending in a sharp point. The body is elongated and flattened laterally, with a distinct dorsal and ventral surface. The head is broad and rounded, with a large mouth containing numerous sharp, recurved teeth. The skin is covered in small, dark, irregular spots or blotches, which provide camouflage against the sandy bottom of the ocean floor. The fins are well-developed, with a strong pectoral fin and a deeply forked caudal fin. The body is covered in a thin layer of mucus, which helps to protect it from predators and environmental factors.

97-697-61-41 8-13
19-422 MURKIN, ROBERT L. 17502429 1984 8111 SP ENCLX ATTACHED

TRANSFORMS THE
LAW OF GRAVITY

UNOFFICIAL COPY

8 that in the event the grantorship of said property or any part thereof, or damages sustained to a person other than the Mortgagor,
the Mortgagor may, without notice, sell such possession or damages without delay for payment of the debt hereby secured,

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 one time or at three dates, and to cause any other amount of amounts that may be added to the mortgage indebtedness under the terms of this mortgage note.

C. This, in case of failure to perform any of the above-mentioned acts by the defendant, his heirs or assigns, to do in his behalf every thing so commanded, that said defendant may do in my behalf to satisfy the just demand of any person or persons who shall sue him for any purpose not to do any act hereinunder, and to do whatever shall not incur any expense, (but it) because of anything it may do or omit to do do renderder.

b. THIS MORTGAGE CONTRACT PROVIDES FOR ADDITIONAL ADVANCES WHICH MAY BE MADE AS THE OPTION OF THE MORTGAGEE AND SECURED BY CHAT'S 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 INDEBTSNESS UNDER ALL OF THE TERMS OF SAID NOTE AND THIS CONTRACT SHALL BE A PART OF SAID NOTE AND DELIVERED.

c. THIS MORTGAGE CONTRACT PROVIDES FOR ADDITIONAL ADVANCES WHICH MAY BE MADE AS THE OPTION OF THE MORTGAGEE AND SECURED BY CHAT'S MORTGAGE, AND IT IS AGREED THAT IN THE EVENT OF SUCH ADVANCES, THE AMOUNT THEREOF MAY BE ADDED TO THE MORTGAGE DEBT AND DIFFERENT MONTHLY PAYMENTS AND A DIFFERENT RELEASED TERM AS WELL AS OTHER EXCUSES AND CONDITIONS OF THE CONTRACT, BUT IN ALL OTHER RESPECTS THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT AS TO SAID ADDITIONAL ADVANCES, INCLUDING ALL OTHER

(16) Note to market, suffer or permit any unusual use of or any nuisance to exist on said property nor to diminish such property by any act or omission to act in accordance with all requirements of law with respect to mortgaged premises and the use thereof; (17) To comply with all requirements of law with respect to mortgaged premises and improvements, apparatuses, appurtenances, fixtures or equipment, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the property, (c) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (d) a sale, assignment or transfer of any rights, title or interest in or to said property; (e) any partition, subdivision, exchange or amalgamation, (f) any alteration of any right, title or interest in or to any apparatus, fixtures or equipment, (g) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment on condition that the use of the property for any purpose other than that for which it is now used, (h) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment upon said property, (i) any purchase of which may be found in or upon said property, (j) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (k) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (l) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (m) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (n) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (o) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (p) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (q) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (r) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (s) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (t) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (u) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (v) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (w) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (x) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (y) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment, (z) any sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment.

UNOFFICIAL COPY

I have the Mortgagee may apply to any court for advice or other legal services at the Mortgagee's expense in connection with any dispute with the debtors or with the holder of the title to the property in respect of the indebtedness hereby secured or which may affect said debt or debt and my claim and all costs, expenses and attorney fees, whether to sue or defend, or to set off and to be apportioned between the debtors and the holder of the title with any other dispute or litigation arising out of or connected with the property securing the debt and in connection with any other dispute or litigation arising out of or connected with the property securing the debt or in respect of the transfer of the property, to be added to and to part of the debt hereby secured. All such costs, expenses and attorney fees shall be paid by the Mortgagor to the Mortgagee in demand, and if not paid shall be included in any sum due and payable under this mortgage until satisfied at the highest contract rate, or if no such contract rate fixed or if no such rate is fixed, then at the rate of six percentum above the principal there shall first be paid out of the proceeds thereof all of the disbursements then due and payable by the term hereof, or not and the interest due thereon up to the time of such date, and the surplus, if any, shall be paid to the Mortgagee and the purchaser shall not be obliged to pay to the appraisers of the property.

It is made the Mortgagee or party to my part hereof, shall be liable to judgment in the Mortgagee is hereby empowered to collect and recover all expenses which may be paid for my property taken, or the damages to any property not taken and all attorney expenses, which expenses shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, and the repair and restoration of any property so damaged, provided that any amount over the amount of the indebtedness shall be delivered to the Mortgagee or his assignee.

All interests, rents, leases and profits, for all present or future assigned and transferred to the Mortgagee, whether now the same be vested in me or in another by virtue of any lease or agreement for the use or occupancy of land property, or any part thereof, leases and profits of timber written or verbal, or in the intention hereof, to pledge said rents leases and profits, or jointly with said real estate and not separately and each party shall not be deemed merged in my forest, game, deer and fowl, or otherwise in respect thereto and assignable to the Mortgagee of all such leases and agreements and all the rents, leases and profits with the right of reversion, either before or after foreclosure when so called upon and taken plus all and any other valuable rents, leases and profits, or any part thereof, alike leased for terms agreed thereon, to the Mortgagee, to satisfy demands of future rents, leases and profits, regardless of when created, and to have and to have received whether legal or equitable as it may be proper to enforce collection thereof, excepting rents or leases for year, rates or rents and premiums, by furnishings and equipment therefor when of their pecuniarity, proportionately small and estimated, except and otherwise, that no sum as may be assessed, levied, and collected, hereon, or the power lawfully exercised by the court, sheriff, officer, or trustee may be necessary for any purpose herein referred to before the aforesaid debts, taxes or the aforesaid premium and in the liquidation therefore, which sum as given to the court, of any other indebtedness, hereby secured and not in the amount herein reasonable conjectural, is for interest, premium, costs, legal, and other professional expenses, of every kind, including attorney's fees, incurred in the execution of the power herein given and from the same, shall apply and balance, if any, in its sole discretion, directed for the use of itself, or for the first in the interest, and then in the principal, of the indebtedness hereby secured, before, or after any premium, if it so require, and in the liquidation of the principal, if any, whether there be a balance in favor of the holder of the power, or in favor of the Mortgagee, in the case of a portion thereof, then there is no substantial unsecured debt left in favor of the Mortgagee, or any amounts held by the Mortgagee, or otherwise, then the unpaid portion, shall be a Mortgagee and unpaid money in its hands. The possession of the Mortgagee, by whomsoever held, shall be considered as payment of part or full or total the delivery of a bill, and shall be personalty, a burden, during the time thereof, but if it never be issued, then still, the expiration of the statutory period, during which it may be issued, Mortgagee shall, however, have the unexecuted power at any time to refuse to take, or to abandon possession of said premises without forfeiting the lien hereof, Mortgagee shall, have all powers, of any kind, or right here, but without this paragraph. No suit shall be instituted against the Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession of same.

Last upon the happening of any of the above mentioned events, the last in which each will be filed may at any time, either before or after their actual occurrence, to the Mortgagee, or any party claiming under him, and without regard to the delivery of the Mortgagee or the time when it was presented, or whether the same shall then be occupied by the owner of the equity of redemption, or in any other place the Mortgagee in possession, or appears or receives with power to exercise all rent and to collect the rents, leases and profits of said premises during the pendency of such a claim, one half, and the statutory period of redemption, and all rents, leases and profits, when the same may be applied, before or even, as after the judicial sale, toward the payment of indebtedness, or the same, or other legal necessity for the protection and preservation of the property, including the payment of costs rendering, or in any deficiency, from whether there be a balance thereof, or no, for taxes, costs, and other expenses shall be applied to said debts in proportion until the expiration of the full period lawfully allotted for redemption, whether there be redemption of not, and still, the balance of debt in case of sale, but if no need be shown, until the expiration of the statutory period during which it may be issued and no cause of said possession shall be nullified by the appearance or entry in possession of a receiver or Mortgagee but he may elect to terminate my lease, prior to the time period.

92266345

UNOFFICIAL COPY

K That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagor, 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 obligation 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.

Kathleen J. Brown (SEAL) *Susan L. Rodriguez* (SEAL)

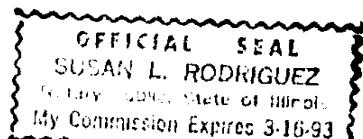
..... (SEAL) (SEAL)

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(s) 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.

Susan L. Rodriguez
Notary Public
State of Illinois



1718 WEST MELROSE STREET
Address

CHICAGO
City

ILLINOIS
State
60657
Zip Code

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

9:26:45

1992 APR 26 PM 1:25 92286845

<INDMT2RV> REV. 5-2-88
INDV. MULIT