

7089161564

WESAU MTG CORP

F-394 T-682 P-001/003 MAR 29 '93 14:14

McMANN MORTGAGE CORPORATION  
18525 SOUTH TORRENCE AVENUE  
LANSING, IL 60438

93240562

AND WHEN RECORDED MAIL TO

Wesay Mortgage Corporation  
9080 E. Via Linda  
Scottsdale, Az 85258

DEPT-11 RECORD.T \$27.50  
T#0011 TRAN 9255 04/01/93 11:17:00  
#0492 \* -93-240562  
COOK COUNTY RECORDER

6516579

SPACE ABOVE THIS LINE FOR RECORDERS USE

Corporation Assignment of Real Estate Mortgage

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to  
**Wesay Mortgage Corporation, an Arizona Corporation**  
all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated MARCH 30, 1993  
executed by RAQUEL VILLACORTA, AN UNMARRIED WOMAN, AND DENIS MAGNABOSCO AND  
ANA MAGNABOSCO, HIS WIFE  
to McMANN MORTGAGE CORPORATION

a corporation organized under the laws of the state of ILLINOIS  
and whose principal place of business is 18525 SOUTH TORRENCE AVENUE  
LANSING, IL 60438

and recorded in Book/Volumes No. **93240561**, page(s)  
COOK County Records, State of ILLINOIS

described hereinafter as follows:

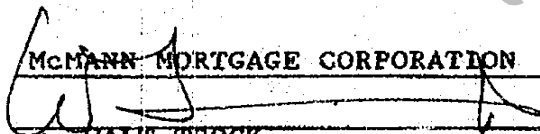
SEE ATTACHED EXHIBIT "A"

Commonly known as: 317 MEMORIAL DRIVE, CALUMET CITY, IL 60409

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest,  
and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS  
COUNTY OF

On MARCH 30, 1993 Before me,  
the  
undersigned, a Notary Public in and for said County and  
State, personally appeared WALT TROCK  
known to me to be the PRESIDENT/CEO  
and  
known to me to be  
of the corporation herein which executed the within  
instrument is the corporate seal affixed to said  
instrument is the corporate seal of said corporation;  
that said instrument was signed and sealed on behalf of  
said corporation pursuant to its by-laws or a resolution  
of its Board of Directors and that he/she acknowledges  
said instrument to be the free act and deed of said  
corporation.

McMANN MORTGAGE CORPORATION  
  
BY: WALT TROCK  
ITS: PRESIDENT/CEO

Notary Public   
My Commission Expires 9/17/95

BY:  
ITS:  
WITNESS:

" OFFICIAL SEAL "  
TAMARA L. TROCK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/17/95

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

P.93-00245

93240562

# UNOFFICIAL COPY

SEARCHED



Property of Cook County Clerk's Office

INDEXED

93240562

**UNOFFICIAL COPY****EXHIBIT "A"**

**PERMANENT INDEX NUMBER(S):**  
30-08-319-015

**LEGAL DESCRIPTION:****PARCEL 1:**

LOT 7 (EXCEPT THAT PART OF SAID LOT 7 FALLING IN LOT 8 IN BLOCK 2 OF BLOCH'S SUBDIVISION) IN NORTH PARK HIGHLANDS ADDITION TO CALUMET CITY, BEING A RESUBDIVISION OF LOTS 3 TO 18 BOTH INCLUSIVE IN BLOCK 2 OF BLOCH'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

THAT PART OF LOT 7 IN NORTH PARK HIGHLANDS ADDITION TO CALUMET CITY BEING A RESUBDIVISION OF LOTS 3 TO 18 BOTH INCLUSIVE IN BLOCK 2 OF THE SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING WITHIN LOT 8 IN BLOCK 2 IN THE SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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LOAN NO. 342409-0

## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 26th day of March, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to LaSalle Northwest National Bank, A National Banking Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2 South Lincoln-Unit 2A, Park Ridge, IL 60068

(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 6.

**E. 'BORROWER'S RIGHT TO REINSTATE' DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

# UNOFFICIAL COPY

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower) George G. Neuman Jr.

\_\_\_\_\_  
(Borrower) Patricia H. Neuman

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Lender or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

paragraph. Lender will not perform any act that would prevent Lender from exercising its rights under this paragraph. Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7. Property and of collecting the Rents any funds expended by Lender for such purposes shall become if the Rents of the Property are not sufficient to cover the costs of taking control of and managing the security.

Rents and profits derived from the Property without any showing as to the inadequacy of the Property as shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security. Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, assessments and other charges on the bond, repair or maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iii) Borrower shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, assessments and other charges on the bond, repair or maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (iii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, assessments and other charges on the bond, repair or maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

LOAN NO. 342409-0

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# UNOFFICIAL COPY

LOAN NO. 147407-0

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 24th day of March, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to LaSalle Northwest National Bank, A National Banking Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2 South Lincoln - Unit 2A, Park Ridge, IL 60068  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

TWO SOUTH LINCOLN CONDOMINIUM  
(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied 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. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a 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, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**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:

- (i) the abandonment or termination of the Condominium Project, 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;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree in other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

\_\_\_\_\_  
(Seal) Borrower  
*Patricia H. Neuman* (Seal)  
Patricia H. Neuman, Borrower

\_\_\_\_\_  
(Seal) Borrower  
*George E. Neuman Jr.* (Seal)  
George E. Neuman Jr., Borrower

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Property of Cook County Clerk's Office

95240576

• R DEPT-11 RECORD.T 437.90  
• 140011 TRAM 9260 04/01/93 11:33:00  
• 40506 4 \* -93-240874  
• COOK COUNTY RECORDER



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LOAN NO. 342400-0

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**16. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a portion thereof (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower 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.

Borrower shall promptly give Lender 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 Borrower has actual knowledge. If Borrower 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, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower 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 Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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OPTIONAL INFORMATION  
Type of Instrument: Wife's Interest  
Number of Pages: 2  
Number of Signatures: 2

( ) DID take an oath, or ( ) DID NOT take an oath.  
Produced Identification: FL DM ADDRESS VERIFICATION (G.N.)  
( ) Personally known to me, or

Name of Notary Public: Just P. Kozl  
#0026039  
NOTARY PUBLIC, STATE OF FLORIDA

WITNES: my hand and official seal.  
they acknowledge that he/she they executed it,  
and whose name(s) were subscribed to the within instrument, and together

(on this the 24 day of March, 1988, before me,  
the undersigned Notary Public of the State of Florida, personally appeared  
George E. Newman Sr. & Terry L. Newman  
(Name of individual(s) who appeared before me)

NOTARY PUBLIC  
SEAL OR OFFICE  
COUNTY OF Falco Bank

State of Florida

GENERAL ACKNOWLEDGEMENT - INDIVIDUAL(S)

My Commission Expires

Notary Public

STATE OF ILLINOIS, County of Franklin  
I, a Notary Public in and for said county and state do hereby certify that  
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they executed and delivered the said instrument as free and voluntary act, for the use and purpose therein set forth.  
Given under my hand and official seal, this 24 day of March, 1988.

[Space for Acknowledgment]

George E. Newman Sr. (Borrower)  
Terry L. Newman (Borrower)  
Patricia H. Newman (Borrower)

Witnesses  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.  
 Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 Other(s) [specify]  
 Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Second Home Rider  
 Biweekly Payment Rider  
 1-4 Family Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of (the Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].