Green Street Chicago IL This instrument was prepared by: Ficus F:

MORTGAGE

SMITH ROTHCHILD FINANCIAL COMPANY

221 North LaSalle Street Chicago, Illinois 60601

	THIS MORTGAGE ("Security Instrument") is made this day of 4/15/93 19-28653-09 DNED 1/24/74 between the Mortgagor, LASALIE NATIONAL TRUST, N.A., AS TRUSTE UNDER TRUST APPERENT 10-28653-09 DNED 1/24/74
	("Borrower") and the Mortgagee Smith Rothchild Financial Company, an Illinois corporation whose address is 221 North
	LaSatle Street, Chicago, Illinois 60601 ("Lender").
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	whereas borrower is indebted to Lender in the principal sum of \$ 18157.73 in United States Currency, payable with interest at the rate of ***SEE BELON*** which indebtedness is evidenced by Borrower's note dated 4/15/93 and extensions and renewals thereof ("Note") providing for monthly installments, with the balance of indebtedness if not sooner paid, due and payable on APRIL 20, 2001 19
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	WHEREAS I ARROWER may prepay the Note in full at any time before maturity without penalty. Any sums disbursed by Lender pursuant to paragraph 6 of the Mortgage and all sums secured hereby after maturity, shall bear interest at the Note Rate provided in the Note until fully paid. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph c to protect the security of this Security Instrument; and (c) the performance of Borrower's covenant and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
	DEPT-G1 RECORDING \$29.50
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	P.I.N. 16-23-425-021
	with the common address of, Illinois;
1.5	with the common address of
	TINGETHER WITH all the improvements now or hereafter erected on he property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and north lattures now or hereafter a part of the
	property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred

to in this Security Instruemnt as the "Property

BORROWER COVENANTS that Borrower is lawfully seised of the estate here's conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encursor ances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and nor -uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the payments on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph I shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.
- Charges; Liens. Borrower shall pay all prior encumberances in a timely manner and in full when due, and shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contest in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain proving over this Security Instrument, Lender may give Borrower a notice identifying the tien. Borrower shall satisfy the lien control or more of the actions set forth above within ten (10) days of the giving of notice.

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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.

		LA	SALLE NAT	rional (~_~	V.A. as Tr		
Signature	(Borrower))	Signaphre	C.	79 h	end not	<u>Dr(Borneski</u> Prasidani	
Name ,		- Atte	Name CA			Assis	tent Sook	- Portnas
Address		-	Address					-
Signature	(Borrower)		Signature	 			(Elorrowei	')
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STATE OF ILLINOIS COUNTY OF COOK SS.		C	Ung.				:	3505925
KATHLEEN E.	1871	·····		<u>C</u>		a Notary Publ	lic in and fo	₽
said county and state, do bereby certify that Rosemann C Alli William H. Dil ARE	log ASS	SISTA	PRESIDENT NT SECTO Ily known to	hraggy o me to b	e the same	Person(s) w	hose name(s)
instrument, appeared before me this day in p signed and delivered the said instrument as the uses and purposes therein set forth.		cknow	THOM		<u> </u>	free and volu		-
Given under my hand and official seal, the	nis ZO	day	of	PRI			_ , 19	·
My Commission expires:								
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MAIL TO:
SMITH FORHORD FINANCIAL
221 N LASALLE, SUITE 1360
CHICAGO, IL 60601

SMITH ROTHGHILD FINANCIAL CORP. 221 N. LaSALLE ST., SUITE 1300 CHICAGO, ILLINOIS 60501 UNOFFICIAL COPY

- Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph to Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument: and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 15. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 17 hereof.
- 13. Notices. (n) netice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class may unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address. Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address shall be required been given address. Borrower any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument ana, be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by the laws of the State of Illinois. In the event that any provisions or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. Transfer of the Property or a Beneficial Ir. nest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Leader's prior written consent, Leader may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Leader if exercise is prohibited by law as of the date of this Security Instrument.
- 17. Acceleration: Remedies. In the event of default in the payment of interest or principal of the Note or in the event of default in the performance of any of the other covenants, provisions or conditions contained herein or in said Note to be performed by Borrower or in the event of the threatened removal or demolition of any improvements or parties thereof on said premises, or in the event that any proceeding shall be begun to enforce or collect any prior lien or if said premises shall come into possession or control of any Court, then, at the option of the Lender, and after expiration of any applicable grace period, the principal amount of said Note at such time remaining unpaid, together vi h unpaid earned interest thereon, and any other amounts due hereunder shall at once become immediately due and payable without notice to the Borrower and Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this partigraph 17 including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 18. Lender in Possession. Upon acceleration under paragraph 17 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent o. b., judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the reals of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the cost of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
- 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 recordation costs.
 - 20. Waiver of Homestead. Borrover waives all rights of homestead exemption in the Property.

In the event one of the Undersigned has executed this Mortgage and not the Note secured hereby said Undersigned is executing this Note only to perfect Lender's lien in the property.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause if required by Lender. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event Lender applies the proceeds to the sums secured by this Security Agreement, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Porrower otherwise agree in writing any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to paragraph 1 or change the amount of the payments. If under paragraph 18 the Property is acquirer by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 5. Preservation and Management of Property: Leaseholds. Borrowers shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provision of the leave, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the ranger in writing.
- 6. Protection of Lender Rights in the raperty; Mortgage Insurance. If borrower fails to perform the covenants and agreements contained in this Security Instructure, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in banking of, probate, for condemnation or to enforce laws or regulations) then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a hen which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6 Lender, does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall be one additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of paymen, these amounts shall bear interest from the date of disbursement at the Note Rate provided in the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

- 7. Inspection. Lender or its agent may make reasonable entries upon and inspection of no Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequent. It connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction; (a) the total amount of the sums secured immediately before the taking divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

3-0-0-6

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTCAGE

DATES April 15, 1981 - INDER TRUST 10. 28653-09

This Mortgage or Trust Deed in the nature of a mortgage is executed by Li SALLE NATIONAL TRUST, M.A., not personally, but as Trustee under Trust No. 10-28655-09in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said in SALLE NATIONAL TRUST, W.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument tiven to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgager or grantor, or on said LA SALLE NATIONAL TRUST, W.A. personally to. pay said note or any interest that may account thereon, or any indebtedness accraing hereunder, or to perform any coverant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgages or Trustee under said Trust Deed, this legal owners or holders of the soite, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or trantor and said LA SALLE MATIONAL TRUST, N.A. personally are concerned, the legic holders of the note and the owner or owners of any indebtedness accruing Leveunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the juarantor or guarantors, if any. Trustee does not warrant, indemnify, defend fittle nor is it responsible for any environmental damage.

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