

UNOFFICIAL COPY

94879423

ADDRESS: 4728 N. NEWLAND Ave., HARWOOD Hts., IL

LEGAL: Lot Seven (7) in Parkway's Resubdivision Unit numbered Two (2), being a Subdivision of the Northwest quarter of Section Eighteen (18), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian in Cook County, Illinois.

Assignment of Mortgage/Deed of Trust/ Pool 048456 ck Deed to Secure Debt Loan 6500-4

For value received, Peerless Federal Savings and Loan Association of Chicago now known as TCF Bank Illinois fsb hereby sells, assigns and transfers to TCF Mortgage Corporation, a Minnesota Corporation, 801 Marquette Avenue, Minneapolis, MN 55402

its successors and assigns, all its right, title and interest in and to a certain mortgage/deed of trust/deed to secure debt executed by Alles J. Holneck and Julia Holneck, his wife

To Peerless Federal Savings and Loan Association of Chicago
and bearing date the _____ Z day of _____ June _____ A.D. 19____
and recorded in the office of the Recorder of _____ Cook _____ County,
State of _____ Illinois _____ In Book _____
at Page _____ on Document No. 22748560 _____ on the
Z day of _____ June _____ A.D. 19____

Signed this 1st day of July A.D. 1994

Peerless Federal Savings and Loan Association of Chicago
now known as TCF Bank Illinois fsb

By *Douglas L. Dindorf*
Douglas L. Dindorf
Vice President

REC'D-01 RECORDING \$25.00
7/13/94 TRIN 3739 10/13/94 12:15:00
4546 # 103 *-24-5379423
COOK COUNTY RECORDER

State of Minnesota }
} ss
County of Hennepin)

94879423

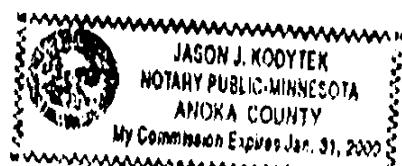
On this 1st day of July A.D., 1994, before me a Notary Public personally appeared Douglas L. Dindorf, to me known, who being duly sworn, did say that he is a Vice President of Peerless Federal Savings and Loan Association of Chicago now known as TCF Bank Illinois fsb and that said instrument was signed on behalf of said corporation

Jason Kooytek
Notary Public

Prepared by and return to:
Norwest Bank Minnesota
1015 SE 10th Avenue
Minneapolis, MN 55402

MAIL 19:

NORWEST BANK MINNESOTA
PO BX 514
MINNEAPOLIS MN 55480-7899



23⁰⁰
SB

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609000418

22-746-560
Mortgage
(Individual Form)

Loan No. L. 6300

THIS MORTGAGE IS MADE THIS 7th DAY OF JUNE 19⁷⁴
BETWEEN THE MORTGAGOR, ALBERT J. HOJNACKI AND JULIA HOJNACKI, HIS WIFE
(herein "BORROWER")
AND THE MORTGAGEE.

PEERLESS FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO
4930 North Milwaukee Avenue, Chicago, Illinois

WHEREAS, Borrower is indebted to Lender in the principal sum of **SEVENTEEN THOUSAND AND NO/100** **-----** **17,000.00**) Dollars, which indebtedness is evidenced by Borrower's Note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **JULY 10, 1929**.

TO SECURE (i) Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and stipulations of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 31 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

Lot Seven (7) in Parkway's Resubdivision Unit numbered Two (2), being a Subdivision of the northwest quarter of Section Eighteen (18), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian in Cook County, Illinois.*****

TAX ID# 13-18-**8** 101-037

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Jun 11 '74 2 PM

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Together with all the improvements now or hereafter erected on the property, and all structures, walls, appurtenances, tools, fixtures, mineral, oil and gas rights and mineral, water, lights, and water work, and all fixtures now or hereafter installed on the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this instrument, and all of the foregoing, together with said property (as far as the Purchaser's interest in the same that the Seller has as a lessee) are herein leased to the "Purchaser".

Buyer covenants that he will, so long as he owns the title to the Property, properly maintain and has the right to enter upon, plant and culture the Property, that the Property is unencumbered, and that he will sue with a valid and defend generally the title to the Property, save all liens and demands, subject to no encumbrances and restrictions listed in a schedule of exceptions to covenant in set forth in the instrument purporting to convey an interest in the Property.

Covenants. Borrower and Lender covenant and agree as follows:

X. PAYMENT OF PREMIUMS AND GROUND RENTS. Subject to the terms and conditions set forth in the Schedule, and the principles of law laid down in the same, Advances rendered by the Mortgagor to the Holders, premiums and other charges so disbursed in the House, and the principal of and interest on any sums Advances rendered by the Holders.

X. FUNDS FOR TAXES AND INSURANCE. Subject to Lender's option under paragraphs 6 and 7 hereof, Borrower shall, as Lender on the day monthly installments of principal and interest as payable under the note, until the note is paid in full, cause (hereinafter "Funds") equal to one-twelfth of the yearly taxes and assessments which may then principally apply to the property, and to provide insurance against the loss of property by fire, storm, or other casualty, and to pay all premiums thereon, to be disbursed by Lender to the appropriate taxing authorities and to the holders of assessments and taxes and assessments estimated to become due during the period of the note, and to hold such funds in trust for the benefit of the Holders, of which sum he is entitled to be deducted by a Federal or state agency (hereinafter "Lender") in such amount as may be required by law, and to deduct from such funds the cost of holding and applying the same, but held ready, assessments, insurance premiums and ground rents, Lender shall not be charged for his holding and applying the funds so retaining and compelling said assessments and bills. The Funds are placed at additional interest for the time required by this mortgage.

If the amount of the Funds, held by Lender, together with the future monthly installments of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and fees and rents at this fall due, with extension of Holders' option, after promptly paid to Borrower or credited to Borrower as monthly installments of the note, if the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents at their fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower together

payment thereof. Upon payment in full of all sums reserved by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

ARTICLE 11. APPLICATION OF PAYMENTS. Union Apothecary Law provides otherwise, all payments received by Lender under the Note and pursuant to the Note shall be applied first to payment of amounts payable to Lender by Borrower under paragraph 9 hereof, then to interest accrued on the Note, and finally to principal.

and it is agreed that it appears by Exhibit F that in payment of amounts due him to prefer the withdrawal of his passenger car, he will, save to himself payment to the Hotel and to the Hotel Advertising, if any, and then from the principal of the Note and to the payment of Hotel Advertising, if any.

~~Subsequent to the execution of this Agreement, the lessee may, at his option, pay over to the lessor the amount of any sum which he has previously paid to the lessor in respect of the payment of the Rent or any other sum due to the lessor in respect of the payment of the obligation referred to such sum as a means to satisfy his tender, or that of lessor to satisfy such sum by, or through, the enforcement of such sum in legal proceedings which relate to the title or interest of the lessor in the property of any person.~~

ARTICLE 3. MALARIA INSURANCE. Owner shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning, wind, hail, water damage, lightning, and such other hazards as Lender may designate and in such amounts and for such periods as Lender may determine. The Lender shall not require that the amount of such coverage exceed that amount of insurance required to pay the sum referred

The insurance carrier providing the insurance shall be chosen by Beneficiary subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at holder's option in the manner provided under paragraph B below or by

All arrangements, policies and systems adopted shall be in their entirety to London and shall include a standard marriage license for all and a certificate in respect where such shall be issued and retained thereof, and Bursipost will promptly furnish to London

10.4 **Waiver.** Landlord shall have the right to make the Leases and Licenses, the other parts of the Premises subject to the above-referenced Notices and all Premiums paid hereunder in the event of a loss, hereupon shall this Deed remain subject to the increased Rent of the Landlord, the Landlord may make a profit of loss if not made up again by himself.

Under Leader and Boarder Insurance upon Premium. Premiums paid shall be payable as premium on or before the first day of January, April, July, and October, and the amount of this Mortgage is not to be impaired, if such reduction or payment is immediately payable, if the amount of this Mortgage would be impaired, the Insurers disclaim that they ought to be liable for the sum so paid, paid to themselves. If the Premium is to stand as it is now, it is to be paid to Leader within 30 days after the date

1. **Lender** agrees that the **Borrower** shall be entitled to bring a claim for **Indirect Benefits**. **Lender** is entitled to assert and apply the **Indirect Benefits** of **Bank's** option either by reduction or setoff of the **Debt** as is so permitted by the **Agreement**.

The foregoing documents referred to in paragraphs 1 and 2 hereto, or any other instrument of transfer of interest in the property, shall be deemed to be executed by the lessee.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASER'S HOLDING CONDOMINIUM. Purchaser shall keep the Property in good condition and repair, except normal wear and tear, and shall not commit acts of desecration or destruction of any type or character which would damage the Property or any part thereof, and Purchaser shall not commit acts of antisocial conduct under the direction of or in association with any persons.