

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 11, 1994. The mortgagor is Capitol Bank, as trustee, under trust agreement dated December 30, 1988 and known as trust number 1663 ("Borrower"). This Security Instrument is given to Robert D. Beaulieu and Anthony LaSusa and whose address is 5341 W. Belmont Ave., Chicago, Illinois ("Lender"). Borrower owes Lender the principal sum of Sixty-four thousand one hundred dollars and 00/100 (\$64,100.00) This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with full debt, if not paid earlier, due and payable on February 1, 1999. 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 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants 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 Cook County, Illinois:

UNIT NUMBER 130, AS DELINEATED ON THE SURVEY OF THE SOUTH 250 FEET AS MEASURED ALONG THE WEST LINE THEREOF OF LOT 1 (EXCEPT THE WEST 65 FEET THEREOF AS MEASURED AT RIGHT ANGLES AND BEGINNING AT A POINT ON THE EAST LIEN OF SAID LOT 1, 300 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1.50 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE EAST LINE THEREOF, 171.39 FEET; THENCE NORTHEASTERLY 103.40 FEET, MORE OR LESS TO THE PLACE OF BEGINNING) IN BLOCK 1 IN HIGGINS ROAD RANCH-ETTES, BEING A SUBDIVISION OF THE WEST HALF OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR O'HARE GLENLAKE MADE BY PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 11, 1969 AND KNOWN AS TRUST NUMBER 1140 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23917664, TOGETHER WITH AN UNDIVIDED 12.46624 PER CENT INTEREST IN SAID SURVEYED PROPERTY (EXCEPTING FROM SAID PROPERTY THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS, RECORDING \$37.50

P.I.N.: 12-03-102-097-1023

T#0013 TRAN 2644 01/31/94 10:36:00
#6882 : *-94-100402
COOK COUNTY RECORDER

which has an address of 9512 Glenlake, Unit 130, Rosemont, IL

TOGETHER WITH all the improvement now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures 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 Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances 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 non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.



MAIL TO
KORSHAK & BEAULIEU
520 S. RIVER RD
DES PLAINES IL 60016

2750

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RESOLUTION

WHEREAS, the Board of Directors of the Cook County Board of Health, in its resolution of the 15th day of January, 1911, adopted the following resolution:

Resolved, That the Board of Health do hereby authorize the Board of Health to purchase the property described in the following list, to-wit:

1. The property owned by the Cook County Board of Health, situated in the City of Chicago, Illinois, and more particularly described as follows:

1. The property owned by the Cook County Board of Health, situated in the City of Chicago, Illinois, and more particularly described as follows:

2. The property owned by the Cook County Board of Health, situated in the City of Chicago, Illinois, and more particularly described as follows:

3. The property owned by the Cook County Board of Health, situated in the City of Chicago, Illinois, and more particularly described as follows:

4. The property owned by the Cook County Board of Health, situated in the City of Chicago, Illinois, and more particularly described as follows:

5. The property owned by the Cook County Board of Health, situated in the City of Chicago, Illinois, and more particularly described as follows:

6. The property owned by the Cook County Board of Health, situated in the City of Chicago, Illinois, and more particularly described as follows:

7. The property owned by the Cook County Board of Health, situated in the City of Chicago, Illinois, and more particularly described as follows:

8. The property owned by the Cook County Board of Health, situated in the City of Chicago, Illinois, and more particularly described as follows:

9. The property owned by the Cook County Board of Health, situated in the City of Chicago, Illinois, and more particularly described as follows:

10. The property owned by the Cook County Board of Health, situated in the City of Chicago, Illinois, and more particularly described as follows:

11. The property owned by the Cook County Board of Health, situated in the City of Chicago, Illinois, and more particularly described as follows:

12. The property owned by the Cook County Board of Health, situated in the City of Chicago, Illinois, and more particularly described as follows:

Property of Cook County Clerk's Office

THE BOARD OF HEALTH
OF COOK COUNTY
JAN 15 1911

Handwritten initials or signature in the bottom left corner.

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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 principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "Escrow Items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the funds to pay the escrow items. Lender may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless lender pays borrower interest on the funds and applicable law permits lender to make such a charge. Borrower and lender agree in writing that interest shall be paid on the funds. Unless an agreement is made or applicable law requires interest to be paid, lender shall not be required to pay borrower any interest or earnings on the funds. Lender shall give to borrower, without charge, an annual accounting of the funds showing credits and debits to the funds and the purpose for which each debit to the funds was made. The funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower 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 these obligations in the manner provided in paragraph 2, or if not paid in that manner, 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

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

1. Payment of principal and interest on the principal of any loan shall be made by the borrower and any proceeds and interest on the loan shall be paid to the lender.

2. Funds for the purchase and improvement of any real estate shall be used for the purchase and improvement of the real estate and shall not be used for any other purpose. The borrower shall be responsible for the payment of the principal and interest on the loan and shall not be entitled to a refund of the principal or interest paid.

3. The borrower shall be responsible for the payment of the principal and interest on the loan and shall not be entitled to a refund of the principal or interest paid. The borrower shall be responsible for the payment of the principal and interest on the loan and shall not be entitled to a refund of the principal or interest paid.

4. The borrower shall be responsible for the payment of the principal and interest on the loan and shall not be entitled to a refund of the principal or interest paid. The borrower shall be responsible for the payment of the principal and interest on the loan and shall not be entitled to a refund of the principal or interest paid.

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· writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests 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 priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. 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. If Borrower abandons the Property, or does not answer within 30 days 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 Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone that due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired 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.

6. Preservation and Maintenance of Property/Leaseholds. Borrower 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 provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property/Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, 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 lien 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 7, Lender does

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writing to the payment of the... (b)... (c)...

Property of Cook County Clerk's Office

Section 1. The Board of Supervisors...

Section 2. The Board of Supervisors...

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not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to 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.

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.

8. Inspection. Lender or its agents may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in 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 paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment for 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. Lender shall not be required to commence proceedings against any successor 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 right of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. 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

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not have to do so.
Any amount disbursed by the Board under this paragraph shall become additional funds of the Board and shall be available for the same purposes as the other funds of the Board.
The Board may, in its discretion, authorize the disbursement of any amount under this paragraph to any person or entity, including the Board, for the purpose of carrying out the purposes of this Act.
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11. The Board may, in its discretion, authorize the disbursement of any amount under this paragraph to any person or entity, including the Board, for the purpose of carrying out the purposes of this Act.

12. The Board may, in its discretion, authorize the disbursement of any amount under this paragraph to any person or entity, including the Board, for the purpose of carrying out the purposes of this Act.

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accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. 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.

13. 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 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17. Future legislation will not affect the validity of any of the provisions or terms herein or the note executed by borrower unless the lender at his option elects to be bound by future legislation.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by certified mail, return receipt requested, 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 Certified Mail, Return Receipt Requested, to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provision 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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest 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 Lender's prior written consent, Lender 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 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of

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Approved for the use of the County of Cook by the Board of Supervisors on the 15th day of January, 1900.

The Board of Supervisors of Cook County, Illinois, do hereby certify that the following is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

That the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

That the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

That the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

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That the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, to-wit:

Property of Cook County Clerk's Office

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this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable by 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 had no acceleration 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 13 or 17.

NONUNIFORM COVENANTS. Borrower and lender further covenant and agree as follows:

19. **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 paragraphs 13 and 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. **Lender in Possession.** Upon acceleration under paragraph 19 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 or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. Any rents collected by lender or the receiver shall be applied first to payment of the costs 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.

21. **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.

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

23. **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 each such rider shall be incorporated into and shall amend and supplement the

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NONNATIVE GOVERNMENT. However and under certain conditions and three as follows:

1.1. Applicable Federal, State and local laws shall give notice to the borrower and the lender of the terms and conditions of the loan. The borrower shall be responsible for providing the lender with the necessary information to complete the loan application. The lender shall be responsible for reviewing the information and providing the borrower with the necessary information to complete the loan application.

1.2. The borrower shall be responsible for providing the lender with the necessary information to complete the loan application. The lender shall be responsible for reviewing the information and providing the borrower with the necessary information to complete the loan application.

1.3. The borrower shall be responsible for providing the lender with the necessary information to complete the loan application. The lender shall be responsible for reviewing the information and providing the borrower with the necessary information to complete the loan application.

1.4. Waiver of Homestead. Borrower waives all right of homestead exemption in the property.

1.5. Release of liability. Borrower releases and agrees to hold the lender harmless from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, that may be incurred by the lender in connection with the loan.

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covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable]

- Adjustable Rate Rider
- Graduated Payment Rider
- 2-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) [Specify]

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.

CAPITOL BANK, AS TRUSTEE,
UNDER TRUST AGREEMENT DATED
DECEMBER 30, 1988 AND KNOWN
AS TRUST NUMBER 1663

This instrument is executed by CAPITOL BANK AND TRUST, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by CAPITOL BANK AND TRUST are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against CAPITOL BANK AND TRUST by reason of any of the covenants, representations or warranties contained in this instrument.

BY: [Signature]
Trust Officer

ATTEST: [Signature]
TRUST OFFICER

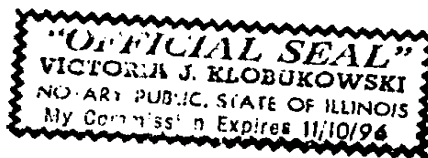
Space Below This Line For Acknowledgement
STATE OF ILLINOIS COUNTY SS:

I, VICTORIA J. KLOBUKOWSKI, a Notary Public in and for said county and state, do hereby certify that CAPITOL BANK, as trustee, under trust agreement dated DECEMBER 30, 1988 and known as trust number 1663, 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 signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of JANUARY 1994.

My Commission expires:
NOVEMBER 10, 1996

[Signature]
NOTARY PUBLIC



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governments and agreements of this security instrument as if the
riders) were a part of this security instrument.

(Check applicable)

_____ Adjustable Rate Rider

_____ Assisted Rate Rider

_____ Graduated Payment Rider
_____ Hybrid
_____ Interest Only
_____ Other

_____ Graduated Payment Rider

_____ 2-4 Family Rider
_____ Other(s) (Specify)

_____ 2-4 Family Rider

BY SIGNING BELOW, Borrower agrees and agrees to the terms and
conditions contained in this security instrument and in any rider(s)
executed by Borrower and recorded with it.

CAPITOL BANK, AS TRUSTEE,
UNDER TRUST AGREEMENT DATED
DECEMBER 20, 1988 AND KNOWN
AS TRUST NUMBER 1001

Property of Cook County Clerk's Office

BY: _____
_____ Clerk

ATTEST: _____
_____ Trust Officer

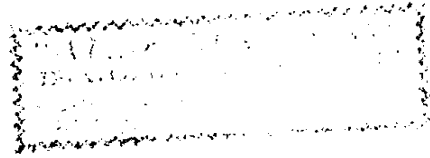
_____ State of Illinois
_____ County of _____

I, _____, a single _____ of the County of _____ and State of Illinois, do hereby certify that _____ is the true and correct copy of the original instrument as recorded in the public records of the County of _____ and State of Illinois. I have compared the copy with the original and find it to be a true and correct copy. I have also compared the copy with the copy as recorded in the public records of the County of _____ and State of Illinois and find it to be a true and correct copy. I have also compared the copy with the copy as recorded in the public records of the County of _____ and State of Illinois and find it to be a true and correct copy.

Given under my hand and official seal, this _____ day of _____, 20____.

_____ Notary Public

My Commission Expires _____



Cook County Clerk's Office

10-11-11-11-11

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1-4 FAMILY RIDER Assignment of Rents

This 1-4 FAMILY RIDER is made this 11 day of January 1994, 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 Robert D. Beaulieu and Anthony LaSusa (the "Lender") of the same date and covering the property described in the Security Instrument and located at 2321-25 N. Neva, Chicago, Illinois.

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. **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.

B. **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.

C. **RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

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

E. **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 E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. **ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. 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 benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. 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 the debt secured by the Security Instrument is

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STATE OF ILLINOIS
County of Cook

THIS DEED OF TRUST is made this 1st day of January, 1994, between the undersigned, the State of Illinois, as the Lender, and the undersigned, the State of Illinois, as the Borrower, for the purpose of securing the payment of the principal and interest on the sum of \$100,000.00, to be advanced by the Lender to the Borrower, under the terms and conditions set forth herein.

The Borrower hereby acknowledges that the sum of \$100,000.00 has been advanced to the Borrower by the Lender, and that the Borrower is obligated to repay the principal and interest on the sum of \$100,000.00 to the Lender, under the terms and conditions set forth herein.

The Borrower hereby acknowledges that the sum of \$100,000.00 has been advanced to the Borrower by the Lender, and that the Borrower is obligated to repay the principal and interest on the sum of \$100,000.00 to the Lender, under the terms and conditions set forth herein.

The Borrower hereby acknowledges that the sum of \$100,000.00 has been advanced to the Borrower by the Lender, and that the Borrower is obligated to repay the principal and interest on the sum of \$100,000.00 to the Lender, under the terms and conditions set forth herein.

The Borrower hereby acknowledges that the sum of \$100,000.00 has been advanced to the Borrower by the Lender, and that the Borrower is obligated to repay the principal and interest on the sum of \$100,000.00 to the Lender, under the terms and conditions set forth herein.

The Borrower hereby acknowledges that the sum of \$100,000.00 has been advanced to the Borrower by the Lender, and that the Borrower is obligated to repay the principal and interest on the sum of \$100,000.00 to the Lender, under the terms and conditions set forth herein.

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The Borrower hereby acknowledges that the sum of \$100,000.00 has been advanced to the Borrower by the Lender, and that the Borrower is obligated to repay the principal and interest on the sum of \$100,000.00 to the Lender, under the terms and conditions set forth herein.

11/1/94

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paid in full.

G. 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.

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

CAPITOL BANK AS TRUSTEE UNDER TRUST
AGREEMENT DATED DECEMBER 30, 1988
KNOWN AS TRUST NUMBER 1663

BY: Sharon K. Crowley
TRUST OFFICER

ATTEST: Chad L. King
ASSISTANT TRUST OFFICER

This instrument is executed by CAPITOL BANK AND TRUST, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by CAPITOL BANK AND TRUST are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against CAPITOL BANK AND TRUST by reason of any of the covenants, representations or warranties contained in this instrument.

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Page 1 of 1

1. THROUGHOUT THIS DOCUMENT, THE WORDS "PROPERTY" AND "PROPERTY OF" SHALL BE CONSIDERED TO MEAN ANY AND ALL REAL AND PERSONAL PROPERTY OF THE STATE OF ILLINOIS, INCLUDING BUT NOT LIMITED TO THE REAL ESTATE, PERSONAL PROPERTY, AND OTHER ASSETS OF THE STATE OF ILLINOIS, AS DEFINED IN SECTION 1-2 OF THE PROPERTY TAX CODE, AS AMENDED.

2. THE PROPERTY OF THE STATE OF ILLINOIS IS HEREBY OFFERED FOR SALE TO THE HIGHEST BIDDING PARTY AT THE PUBLIC AUCTION TO BE HELD ON THE DATE AND AT THE PLACE SPECIFIED IN THE NOTICE OF SALE.

3. THE PROPERTY IS OFFERED AS IS, WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF ANY GOODS OR SERVICES, OR THE FITNESS OF ANY GOODS OR SERVICES FOR ANY PARTICULAR PURPOSE. THE BUYER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE DESCRIPTION OF THE PROPERTY AND THE TITLE TO THE PROPERTY.

4. THE PROPERTY IS OFFERED FOR SALE TO THE HIGHEST BIDDING PARTY AT THE PUBLIC AUCTION TO BE HELD ON THE DATE AND AT THE PLACE SPECIFIED IN THE NOTICE OF SALE. THE PROPERTY IS OFFERED AS IS, WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF ANY GOODS OR SERVICES, OR THE FITNESS OF ANY GOODS OR SERVICES FOR ANY PARTICULAR PURPOSE. THE BUYER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE DESCRIPTION OF THE PROPERTY AND THE TITLE TO THE PROPERTY.

Property of Cook County Clerk's Office

11/11/11