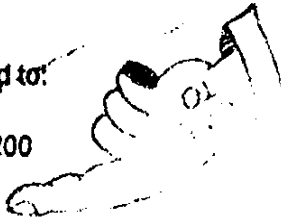


UNOFFICIAL COPY

Reserved for Recorder's Use Only

Recording Requested by:
Avondale Federal Savings Bank
20 North Clark Street
Chicago, Illinois 60602

When Recorded Please Forward to:
Jupiter Mortgage Corp.
4825 North Scott Street, Suite 200
Schiller Park, Illinois 60176



DEPT-01 RECORDING \$23.50
 T#0011 TRAN 0973 03/31/94 14:18:00
 #1526 # *-94-293195
 COOK COUNTY RECORDER

94293195

110163261

Corporation Assignment of Mortgage

For value received, AVONDALE FEDERAL SAVINGS BANK also known as AVONDALE SAVINGS AND LOAN ASSOCIATION hereby grants, assigns, and transfers to JUPITER MORTGAGE CORP. all beneficial interest in that certain Mortgage executed by:

RICHARD KWIECINSKI AND LINDA KWIECINSKI

to AVONDALE FEDERAL SAVINGS BANK also known as AVONDALE SAVINGS AND LOAN ASSOCIATION, Trustee and which recorded 09-16-75 as Document Number 23222796, of Official Records in the office of the County Recorder of Cook County, State of ILLINOIS, describing land therein as described in Exhibit-A attached hereto and having the following Property Tax Number(s): 0336206019

TOGETHER with the Promissory 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 Mortgage.

State of Illinois

ss.

County of Cook

Avondale Federal Savings Bank also known as Avondale Savings and Loan Association

On 3-25, 1994 before me, _____

Carmen R. Thompson personally appeared,

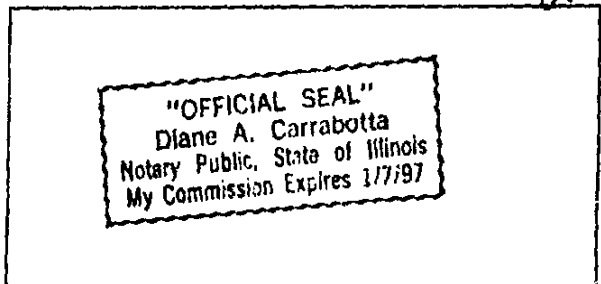
Carmen R. Thompson

Name:
Title: A.V.P.

() personally known to me -- OR -- () proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Diane A. Carrabotta



Reserved for Notary Stamp

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23 222 796

LN 11-016326-1
ENMA 1650235475
O. K. PRESS, CHICAGO

ILL. S. & L. LEAGUE, Form No. 1 (Short)

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned

Richard A. Kwiecinski and Linda N. Kwiecinski, his wife

of the Village of Wheeling County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

AVONDALE SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Lot 22 in Merion's Addition to Forest River in the North Half of Section 36, Township 42 North, Range 11, East of the 3rd Principal Meridian, in Cook County, Illinois.

700

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of FORTY THOUSAND AND NO/100 Dollars (\$ 40,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of THREE HUNDRED NINE AND 91/100 or more DOLLARS (\$ 309.91) on the 1st day of each month, commencing with October 1, 1975 until the entire sum is paid.

It is expressly agreed and understood by and between the parties hereto that in the event of the transfer of title of the above described property or any part thereof without first obtaining a written consent from the Mortgagee herein, the entire unpaid balance of the indebtedness secured hereby shall then become due and payable in full.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

THIS INSTRUMENT WAS PREPARED BY
CHESTER A. CHESTNUT, REAL ESTATE PRESIDENT

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9:09:19