

UNOFFICIAL COPY

7552347 OF (mc)

283

95422393

MORTGAGE

This Mortgage is made this 15th day of June, 1995, between the Mortgagor, LaSalle National Trust N.A., a corporation organized and existing under the laws of the United States of America not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated March 4, 1994, and the Mortgagee, Sylvia Fine, of Munster, Indiana.

The Mortgagor, in order to secure a certain indebtedness to the Mortgagee in the principal sum of SEVENTEEN THOUSAND FIVE HUNDRED AND NO ONE-HUNDREDTHS (\$17,500.00) DOLLARS, beginning on the 1st day of August, 1995, and continuing on the 1st day of each month following thereafter, until the entire indebtedness evidenced by such Note is fully paid, if not sooner paid on July 1, 2002, do hereby mortgage and warrant to the Mortgagee the following described real estate situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois:

THE SOUTH 20 FEET OF THE NORTH 50 FEET OF LOT 3, IN THE FIRST ADDITION TO PACESETTER GARDENS HARRY M. QUINN MEMORIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1969, AS DOCUMENT NO. 17884609 IN COOK COUNTY, ILLINOIS.

Address of Property: 13660 S. Lowe, Riverdale, IL 60627
Permanent Index Number: 25-32-406-033-0003

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, all of which are declared to be part of the real estate whether physically attached thereto or not; and also together with all easements, rents, issues, profits of the premises which are hereby pledged, assigned and transferred to the Mortgagee whether now due or hereinafter to become due under or by virtue of any lease or agreement for the use of occupancy of the property or any part thereof, whether such lease or agreement is written or verbal and whether it is now or may be hereafter existing.

Provided always, that if Mortgagor pays to the Mortgagee the Note aforesaid bearing even date herewith and shall pay all sums payable thereunder and perform, comply with, and abide all of the stipulations, agreements, conditions and covenants of the aforesaid Note and this Mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses, including reasonable attorneys fees that Mortgagee may incur in collecting

278
24
5/16

95422393

UNOFFICIAL COPY

monies secured by this Mortgage and also enforcing this Mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

The Mortgagor shall keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against and shall provide public liability insurance and such other insurance as the Mortgagee may require until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee.

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

Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage. 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 Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in this notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all

UNOFFICIAL COPY

expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage. Mortgagor shall pay any recordation costs.

This mortgage is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said undersigned hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said undersigned, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its St. Vice President, and its corporate seal to be hereunto affixed and attested by its post Secretary, this 15th day of June 1995.

ATTEST:

Nancy A. Stack

Asst. Secretary

LA SALLE NATIONAL TRUST, INC.

As Trustee as aforesaid and not personally

BY: [Signature]

St. Vice President

UNOFFICIAL COPY

The following information was obtained from the records of the Cook County Clerk's Office on 01/15/2014.

On 01/15/2014, the following information was obtained from the records of the Cook County Clerk's Office:

On 01/15/2014, the following information was obtained from the records of the Cook County Clerk's Office:

On 01/15/2014, the following information was obtained from the records of the Cook County Clerk's Office:

On 01/15/2014, the following information was obtained from the records of the Cook County Clerk's Office:

On 01/15/2014, the following information was obtained from the records of the Cook County Clerk's Office:

Property of Cook County Clerk's Office

01/15/2014

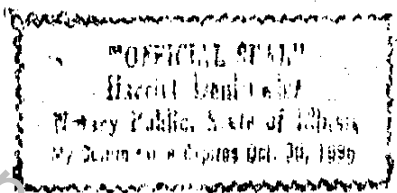
UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOSEPH W. LANG, SR. VICE PRESIDENT of LaSalle National Trust N.A. and NANCY A. STACK, Assistant Secretary of LaSalle National Trust N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SR. VICE PRESIDENT and Assistant Secretary, respectively, appeared before me on the date below and acknowledged that they signed and delivered the instrument as their free and voluntary act and as the free and voluntary act of said LaSalle National Trust N.A. for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of June, 1995.

[Signature]
Notary Public



95422393

This instrument prepared by:

MAIL
To:

Stephen W. Moore
Attorney at Law
18141 Dixie Highway, Suite 115
P.O. Box 1609
Homewood, IL 60430
(708) 799-3180

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011

NOV 15 2011