

R 95-068549 95650669
UNOFFICIAL COPY
MORTGAGE

Mary Ann Stukel 09/14/95
Will County Recorder 09:54
JKB Fee: 27.00
R 95068549 Page 1 of 4

3/2/5-3
75670222 ①
THIS MORTGAGE is made this

21st day of August, 19 95

between the Mortgagor

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

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 August 21, 1985 and known as Trust Number 61404

(herein "Borrower") and the Mortgagee,

CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO,
a Corporation organized and existing under the Laws of the United States of America, whose address is 10801 South
Western Avenue, Chicago, Illinois (herein "Lender").

DEPT. OF RECORDING \$27.00
T-0012 TRAN 6621 09/26/95 11:51:00
#2307 CG *-95-650669
COOK COUNTY RECORDER

WHEREAS, Borrower is indebted to Lender in the principal sum of

THREE HUNDRED TEN THOUSAND AND NO/100-----(\$310,000.00)----- DOLLARS

which indebtedness is evidenced by Borrower's Note dated August 21, 1995
(herein "Note"), providing for monthly installments of principal and interest, and shall continue until the entire
indebtedness is paid in full.

TO SECURE to Lender 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 agreements of Borrower herein contained. Borrower does hereby
mortgage grant and convey to Lender the following described property located in the County of WILL and COOK,
State of Illinois:

PARCEL #1: Lot 38 in WILLOWBROOK ESTATES UNIT #5, being a subdivision of part of
the East half of Section 7, the South West quarter of Section 8 and the North West
quarter of Section 17, Township 34 North, Range 15 East of the Third Principal
Meridian, according to the Plat thereof recorded December 15, 1977 as Document
No. R77-49498 in WILL COUNTY, ILLINOIS:

PARCEL #2: Lots 47 and 48 in WALTER S. DRAY'S ADDITION TO PARK MANOR, in the
North East quarter of Section 27, Township 38 North, Range 14 East of the Third
Principal Meridian in COOK COUNTY, ILLINOIS:

PARCEL #3: Lot 7 in Block 3 in DEWOLF'S SUBDIVISION of the North part of the
North East quarter of the North West quarter, also that part of the North East
quarter lying West of the Chicago, Rock Island and Pacific Railroad in Section
28, Township 38 North, Range 14 East of the Third Principal Meridian in COOK COUNTY,
ILLINOIS.

BOX 333-CTI

PLEASE RECEIPT AND RETURN
CHESTERFIELD FEDERAL SAVINGS AND LOAN ASS'N.
10801 S. Western Ave., Chicago, IL 60643
Attention: DOLORES WALLENBERG

THIS INSTRUMENT WAS PREPARED BY
DOLORES M. WALLENBERG
CHESTERFIELD FEDERAL SAVINGS & LOAN ASS'N.
10801 S. Western Ave. Chicago, Ill. 60643

which has the address of #1: 24312 S. Shady Oaks, Crete, IL 60417; #2: 501-511 E.
71st St., Chicago, IL 60619; #3: 514-524 W. 72nd St., Chicago, IL (herein "Property").
#1: 60621

REAL ESTATE INDEX NUMBER 16-07-405-005-0000, #2: 20-27-202-001-0000;
#3: 20-28-105-008-0000.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all
fixtures now or hereafter attached to 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 Mortgage; and all of the foregoing, together with said
property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend
generally the title to the Property against all claims and demands, subject to any declarations, easements or
restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the
Property.

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CHICAGO TITLE INSURANCE CO.

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19. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the reports.

18. Acceleration Remedies. Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage. Lender 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 or foreclosure, if the breach is not cured on or before the date specified in the notice. The notice shall be mailed to Borrower at the address specified in the notice, and may be delivered by hand or by registered mail, return receipt requested. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Transfer of the Property. If all or any part of the property or an interest therein is sold or transferred by Borrower or if the beneficial interest in any part thereof or any part thereof is assigned, sold or transferred, or if the Borrower or the Property, or the interest in the Property, is sold or transferred by Borrower or if the execution or after recordation hereof upon request.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Mortgage and at the time of and the Note are declared to be severable.

15. Uniform Mortgage Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of the Mortgage

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Successors and Assigns; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

7. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

6. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condormor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

4. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

3. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

2. Successors and Assigns; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

1. Uniform Mortgage Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of the Mortgage

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covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 18 hereof 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. All 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 attorney's fees and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and Borrower shall pay a Release Fee to Lender and all costs of recordation, if any.

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

24. **If The Corporate Trustee** named herein is duly authorized to do so by the Trust instrument or by any person having a power of direction over the Trustee, and if the property hereby conveyed under this Mortgage consists of a dwelling for five or more families, the corporate Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this Mortgage.

25. **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 hereunder 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 this Mortgage to be signed by its and Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary, this 21st day of August, 19 95.

ATTEST:
(Corporate Seal)

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

As Trustee as aforesaid and not personally

[Signature]
Secretary

[Signature] and Vice President

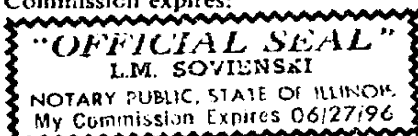
STATE OF ILLINOIS) SS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT
Gregory S. Kasprzak Second Vice President of
PERSONALLY KNOWN TO ME TO BE THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO Corporation, and **E. JOHANSEN**
personally known to me to be the ASSISTANT

Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASSISTANT
Second Vice President and ASSISTANT Secretary, they signed and delivered the said instrument
Second Vice President and ASSISTANT Secretary, of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this
A.D., 19 95

My Commission expires:



AUG 28 1995 day of
[Signature]
Notary Public

BKX 434

Loan No. M-1303377-3

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