

UNOFFICIAL COPY

This document was prepared on 7/28/95
SEAWAY NATIONAL BANK OF CHICAGO
645 EAST 87TH STREET
CHICAGO, ILLINOIS 60619

35662943

(Space above this line for notching purposes)

REAL ESTATE MORTGAGE To Secure a Loan From SEAWAY NATIONAL BANK OF CHICAGO

35662943

1. DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is July 28, 1995, and the parties and their mailing addresses are the following:

MORTGAGOR:

MARY BROSNECK
12041 S. Perry Avenue
Chicago, IL 60628
Social Security # 473-28 3418
a widow of Sylvester Brosneck

BANK:

SEAWAY NATIONAL BANK OF CHICAGO
a national banking association
645 EAST 87TH STREET
CHICAGO, ILLINOIS 60619
Tax I.D. # 36-2334630
(as Mortgagor)

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

- A. A promissory note, No. 0711481746, (Note) dated July 28, 1995, and executed by MARY BROSNECK (Borrower) payable in monthly payments to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$6,200.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.
- B. All future advances by Bank to Borrower (whether or not this Mortgage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness).
- C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method.
- D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank in the extent the taking of the Property (as herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagor's, behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.
- E. Borrower's performance of the terms in the Note or Loan, Mortgagor's performance of any terms in this Mortgage, and Borrower's and Mortgagor's performance of any terms in any deed of trust, any trust deed, any trust indenture, any other mortgage, any deed to secure debt, any security agreement, any assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Note or Loan.

However, this Mortgage will not secure another debt:

- A. if this Mortgage is in Borrower's principal dwelling and Bank fails to provide (to all persons entitled) any notice of right of rescission required by law for such other debt; or
- B. if Bank fails to make any disclosure of the existence of this Mortgage required by law for such other debt.

3. CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgage), Mortgagor hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagor, the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

Mortgage
BROSNECK, M.

07/28/95

Initials

M.B.

PAGE 1

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

BOX 333-CTI

35662943

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

The North 5 Feet of Lot 27 and the South 27 Feet of Lot 28 in Bloom's Subdivision of the West 1/2 of the South East 1/4 of the North East 1/4 of the North East 1/4 of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, lying North of the Indian Boundary Line, in Cook County, Illinois//PIN 25-28-214-013

The Property may be commonly referred to as 12041 South Perry Avenue, Chicago, Illinois.

such property constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment; all landscaping; all exterior and interior improvements; all easements, issues, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank forever to secure the Obligations. Mortgagor does hereby warrant and defend the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagor further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

- 4 LIENS AND ENCUMBRANCES.** Mortgagor warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever, except mortgages dated 9-16-94 to Seaway National Bank of Chicago, recorded 11-18-94 as Document #94980513 in Cook County Recorder of Deeds Office. Mortgagor agrees to pay all claims when due that might result, if unpaid, in the foreclosure execution or imposition of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgagor may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.

5 ASSIGNMENT OF LEASES AND RENTS. Mortgagor hereby absolutely assigns as additional security all present and future leases, and rents, issues and profits effective immediately upon the execution of this Mortgage. Mortgagor also covenants and agrees to keep, observe and perform, and to require that he tenants keep, observe and perform, all of the covenants, agreements and provisions of any present or future leases of the Property. In case Mortgagor shall neglect or refuse to do so, then Bank may, at Bank's option, perform and comply with, or require performance and compliance by the tenants, with any such lease covenants, agreements and provisions. Any sums expended by Bank in performance or compliance therewith or in enforcing such performance or compliance by the tenants (including costs, expenses, attorney's fees and paralegal fees) shall accrue interest from the date of such expenditures at the same rate as the Obligations and shall be paid by Mortgagor to Bank upon demand and shall be deemed a part of the debt and Obligations and recoverable as such in all respects.

In addition to the covenants and terms herein contained and not in limitation thereof, Mortgagor covenants that Mortgagor will not in any case cancel, abridge or otherwise modify tenancies, subtenancies, leases or subleases of the Property or accept prepayments of installments of rent to become due thereunder. The obligations shall become due at the option of Bank if Mortgagor fails or refuses to comply with the provisions of this paragraph. Each lease of the Property shall provide that in the event of enforcement by Bank of the remedies provided for in law or in this Mortgage any person succeeding to the interest of Mortgagor as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one month in advance. All leases made with tenants of the Property shall provide that their lease amounts shall be treated as trust funds and not be commingled with any other funds of Mortgagor and Mortgagor shall upon demand furnished to Bank, satisfactory evidence of compliance with this provision together with a verified statement of all leases so far as determined by the auditor and copies of all leases.

- REVIEWERS IN THE STATE. In the course of time, it is my opinion, that a great number of the religious publications will disappear, while the remainder will be reduced to a few titles, and still fewer thereafter. In addition, many of the journals now issued from different houses, will merge into a few prominent ones, and thus considerably diminish the number of periodicals published in the State. The Michigan Standard, I trust, will be

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Digitized by srujanika@gmail.com

remedies provided at law or equity, whether or not expressly stated in this Mortgage. By choosing any remedy, Bank does not waive its right to an immediate use of any other remedy if the event of default continues or occurs again.

- 8 DUE ON SALE OR ENCUMBRANCE.** Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligation to be immediately due and payable upon the contract for, or creation of, any lien, encumbrance, transfer or sale of the Property, or any portion thereof, by Mortgagor, except as stated below. The following events shall not cause the Obligations to be immediately due and payable:

- A. the creation of a lien or other encumbrance subordinate to Bank's security interest which does not relate to a transfer of rights of occupancy in the Property;
 - B. the creation of a purchase money security interest for household appliances;
 - C. a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
 - D. the granting of a leasehold interest of three years or less not containing an option to purchase;
 - E. a transfer to a relative resulting from the death of Mortagor;
 - F. a transfer where the spouse or children of Mortagor become owners of the Property;
 - G. a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of Mortagor becomes an owner of the Property;
 - H. a transfer into an inter vivos trust in which Mortagor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property, assignment of beneficial interest or direction to execute; or
 - I. any other transfer or disposition described in regulations prescribed by the Office of Thrift Supervision (12 CFR 591 et seq.) on account of which a lender is prohibited from exercising a due-on-sale clause.

In the preceding paragraph, the phrase "transfer or sale" includes the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, leasehold interest with a term greater than three years, lease-purchase contract or any other method of conveyance of the Property interests; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, choice or inchoate, any of which is superior to the lien created by this Mortgage. This covenant shall run with the Property and shall remain in effect until the Obligations and this Mortgage are fully paid. Bank may impose conditions on such consent to transfer, sale or encumbrance, including, but not limited to, a fee therefor, an adjustment in the interest rate, a modification in any term of the Obligations or the payment plan, and/or alteration in the prepayment privilege. Lapse of time or the acceptance of payments by Bank after any such transfer shall not be deemed a waiver or estoppel of Bank's right to accelerate the Obligations. If Bank exercises such option to accelerate, Bank shall mail, by certified mail or otherwise, Mortgagor notice of acceleration to the address of Mortgagor shown on Bank's records; the notice shall provide for a period of not less than 30 days from the mailing notice is mailed within which Mortgagor shall pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mortgagor, invoke any remedies permitted on Default.

- 9. POSSESSION ON FORECLOSURE.** If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagor agrees that the Bank shall be entitled to immediate possession as Mortgagor's in possession of the Property to the extent not prohibited by law, or the court may appoint, and Mortgagor hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any amounts so collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, sale expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.

- 10 PROPERTY OBLIGATIONS.** Mortgagor shall promptly pay all taxes, assessments, levies, water rents, other rents, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagor shall provide written proof to Bank of such payment(s).

- 11. INSURANCE.** Mongagor shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Mortgagor Clause" and where applicable, "Loss Payee Clause", which shall name and endorse Bank as mortgagor and loss payee. Such insurance shall also contain a provision under which the insurer shall give Bank at least 30 days notice before the cancellation, termination or material change in coverage.

If an insurer elects to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property lost or damaged, Bank shall have the option to apply such insurance proceeds upon the obligations secured by this Mortgage or to have said Property repaired or rebuilt. Mortgagor shall deliver or cause to deliver evidence of such coverage and copies of all notices and renewals relating thereto. Bank shall be entitled to pursue any claim under the insurance if Mortgagor fails to promptly do so.

Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagor fails to pay such premiums, Bank may at its option pay such premiums. Any such payment by Bank shall be repayable upon demand of Bank or if no demand is made in accordance with the paragraph below titled "BANK MAY PAY".

- 12. WASTE.** Mortgagor shall not waste or encumber the Property as the predecessor of Bank, or construct, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. Mortgagor shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupation of the Property. Mortgagor shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.

- #### 13. CONDITION OF PROPERTY AND THE PROPERTY MORTGAGE

4. keep all buildings occupied and keep off buildings, structures and improvements in good repair;

B. refrain from the commission or allowing or causing of waste or impairment of the value of the Property or improvements thereon;

C. not sell or release, or permit to be sold or released, any word or letter from the Property which owing or referred would

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

RECORDED 2-26-95 1:15 PM READER SYSTEMS INC. CINCINNATI OHIO

- D - adversely affect the value of the Property
D - prevent the spread of noxious or damaging weeds, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.

14. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES

A - As used in this paragraph

(1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., all federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a Hazardous Substance (as defined herein).

(2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or the environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

B - Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing.

(1) Except for small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property, (a) no Hazardous Substance is or will be located, stored or released on or in the Property, and (b) Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

(2) Mortgagor shall immediately notify Bank if: (a) a release or threatened release of Hazardous Substance occurs on, under or about the Property, or (b) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.

(3) Mortgagor shall immediately notify Bank in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to: (a) the release or threatened release of any Hazardous Substance, or (b) the violation of any Environmental Law.

15. INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagor prior notice of any such inspection.

16. PROTECTION OF BANK'S SECURITY. If Mortgagor fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, insolvency, housing or Environmental Law or law enforcement, or arrangements or proceedings involving a bankrupt or insolvent, then Bank, at Bank's sole option, may make such appearances, discharge such sums, and take such action as is necessary to protect Bank's interest. Mortgagor hereby assigns to Bank any right Mortgagor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagor will not abandon or subdivide the Property.

17. COLLECTION EXPENSES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay all fees and expenses incurred by Bank. Such fees and expenses include but are not limited to filing fees, stenographer fees, witness fees, costs of publication, foreclosure notices, and other expenses of collecting and enforcing the Obligations and protecting the Property. Any such collection expenses shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.

18. ATTORNEYS' FEES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay reasonable attorneys' fees, paralegal fees and other legal expenses incurred by Bank. Any such reasonable attorneys' fees shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.

19. CONDEMNATION. In the event all or any part of the Property (including but not limited to any easement therein) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagor will promptly give written notice to Bank of the institution of such proceedings. Mortgagor further agrees to notify Bank of any attempt to purchase or appropriate the Property or any easement therein, by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagor also agrees to notify the Bank of all proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or lying upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank.

When paid, such awards shall be used, at Bank's option, toward the payment of the Obligations or payment of taxes, assessments, repairs or other items provided for in this Mortgage, whether due or not, all in such order and manner as Bank may determine. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagor shall hold Bank harmless from and pay all legal expenses, including but not limited to reasonable attorneys' fees and paralegal fees, court costs and other expenses.

20. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagor agrees to pay and to hold Bank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action or proceeding, including but not limited to reasonable attorneys' fees, paralegal fees, court costs and all other damages and expenses.

21. WAIVER BY MORTGAGOR. To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to:

Mortgage.....
BROSNECK, M.

6/28/95

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

Journals 712
PAGE 4

9516232

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IL-79421095-2-48-1 (c) 1984 Bedros System Sc, Chico MN

- A. homestead;
- B. exemptions as to the Property;
- C. appraisement;
- D. marshalling of liens and assets; and
- E. statutes of limitations.

In addition, redemption by Mortgagor after foreclosure sale is expressly waived to the extent not prohibited by law.

22. PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense or the filing, imposition or attachment of any lien, judgment or encumbrance, Bank shall have the right, without discharging the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold on foreclosure for such unpaid balance of the Obligations.
23. BANK MAY PAY. If Mortgagor fails to pay when due any of the items it is obligated to pay or fails to perform when obligated to perform, Bank may, at its option:
- A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest;
 - B. pay, when due, installments of any real estate tax imposed on the Property; or
 - C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.

Mortgagor agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneys' fees and paralegal fees.

Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by this Mortgage, having the benefit of the law and its priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.

24. GENERAL PROVISIONS.

- A. TIME IS OF THE ESSENCE. Time is of the essence in Mortgagor's performance of all duties and obligations imposed by this Mortgage.
- B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Mortgagor's strict performance of any provisions contained in this Mortgage, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank.
- The acceptance by Bank of any item in payment of or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations, notwithstanding or waives any default not completely cured or any other defaults, or operate as a defense to any foreclosure proceeding or deprive Bank of any rights, remedies and privileges due Bank under the Note, this Mortgage, other loan documents, the law or equity.
- C. AMENDMENT. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and Bank.
- D. INTERTIATION CLAUSE. This written Mortgage and all documents executed concurrently herewith, represent the entire understanding between the parties as to the Obligations and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.
- E. FURTHER ASSURANCES. Mortgagor, upon request of Bank, agrees to execute, acknowledge, deliver and record or file such further instruments or documents as may be required by Bank to secure the Note or control any item.
- F. GOVERNING LAW. This Mortgage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.
- G. FORUM AND VENUE. In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of ILLINOIS, unless otherwise designated in writing by Bank or otherwise required by law.
- H. SUCCESSORS. This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties; provided however, that Mortgagor may not assign, transfer or delegate any of the rights or obligations under this Mortgage.
- I. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- J. DEFINITIONS. The terms used in this Mortgage, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or in conjunction, with this Mortgage.
- K. PARAGRAPH HEADINGS. The headings at the beginning of any paragraph, or any subparagraph, in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing this Mortgage.
- L. IF HELD UNENFORCEABLE. If any provision of this Mortgage shall be held unenforceable or void, then such provision to the extent not otherwise limited by law shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.
- M. CHANGE IN APPLICATION. Mortgagor will notify Bank in writing prior to any change in Mortgagor's name, address, or other application information.
- N. NOTICE. All notices under this Mortgage must be in writing. Any notice given by Bank to Mortgagor hereunder shall be effective upon personal delivery or 24 hours after mailing by first class United States mail, postage prepaid, addressed to Mortgagor at the address indicated below Mortgagor's name on page one of this Mortgage. Any notice given by Mortgagor to Bank hereunder will be effective upon receipt by Bank at the address indicated below Bank's name on page one of this Mortgage. Such address may be changed by written notice to the other party.

Mortgage

BROSNACK, M.

07/28/95

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

Initials
M.A.
PAGE 5

05-02-02

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

G-70-D2195-2-68-1 (c) 1961 Bankers Systems Inc. Chicago ILN

- O. FILING AS FINANCING STATEMENT. Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the ILLINOIS Uniform Commercial Code. A carbon, photographic or other reproduction of this Mortgage is sufficient as a financing statement.
25. ACKNOWLEDGMENT. By the signature(s) below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of this Mortgage has been received by the Mortgagor.

MORTGAGOR:

Mary Brosnack
MARY BROSNACK
Individually

STATE OF Illinois

COUNTY OF Cook

On this 21 day of July, 1973, CHARLOTTE N. CARMEL HAYES, a Notary Public, certify that MARY BROSNACK, a widow of Sylvester Brosnack, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she(he) signed and delivered the instrument as (her) free and voluntary act, for the uses and purposes set forth.

My commission expires.

NOTARY PUBLIC

"OFFICIAL SEAL"

Charlotte N. Carmel Hayes
Notary Public, State of Illinois

My Commission Expires 1/14/97

THIS IS THE LAST PAGE OF A 6 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

95662843

Mortgage
BROSNECK, M.

6/26/93
** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS. **

Initials "B.J."
PAGE 6

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

AFFIDAVIT OF MORTGAGOR

Dated: July 28, 1995.

MORTGAGOR:

MARY BROSNECK
12041 S. Perry Avenue
Chicago, IL 60628
Social Security # 473-28-2418
a widow of Sylvester Brosneck

COMES NOW the undersigned, individually and in his/her representative capacity (if applicable), who, being duly sworn under oath, deposes and says:

1. MARY BROSNECK (Borrower) has applied for a loan (Loan) in the principal amount of \$6,200.00. The Loan shall be evidenced by a promissory note, No. 1733481746, (Note) dated July 28, 1995, and executed by Borrower payable to the order of Bank and all extensions, renewals, modifications, or substitutions thereof.

All of the Loan proceeds are to be used solely for personal, family or household purposes and the Loan is to be secured by a Mortgage encumbering the property described below.

2. Mortgagor is the owner in fee simple of the following described real property situated in COOK County, ILLINOIS, as follows:

The North 5 Feet of Lot 27 and the South 27 Feet of Lot 28 in Bloom's Subdivision of the West 1/2 of the South East 1/4 of the North East 1/4 of the North East 1/4 of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, lying North of the Indian Boundary Line, in Cook County, Illinois//PIN 25-28-214-013

The Property may be commonly referred to as 12041 South Perry Avenue, Chicago, Illinois

and hereinafter referred to as the "Property."

3. Mortgagor has good and marketable fee simple title to the Property and a lawful right to convey the same.

4. There is no outstanding indebtedness, lien or encumbrance regarding the Property or any improvements, fixtures, or personal property attached thereto, except:

Mortgage dated 9-16-94 to Seaway National Bank of Chicago, recorded 11-18-94 as Document #4980513, in Cook County Recorder of Deeds Office.

5. The lines and corners of the Property are clearly marked, and there are no disputes concerning the location of the lines and corners.

6. Mortgagor is in exclusive, open, notorious, peaceful and contiguous possession of the Property, the title thereto is not now disputed, questioned or rejected, and, to the best of Mortgagor's knowledge, title insurance thereto has not been released.

7. No labor, materials or supplies have been ordered or delivered to the Property and no improvements or repairs have been made on the Property for which payment has not been made, and there are no outstanding bills or other indebtedness incurred in connection therewith for equipment, appliances or other fixtures attached to the Property or for labor, supplies, or materials used in making improvements or repairs. The period of time for recording any potential lien for labor, materials or supplies used to make repairs or improvements to the Property is the year has expired and any lien would be barred by law from being currently filed. Additionally, unless specifically noted elsewhere in this document, there currently exist no liens against the Property for labor, supplies or materials used in making repairs or improvements.

8. There are no liens or claims for taxes or assessments of any kind against the Property except those not yet due.

9. There are no unpaid bills or assessments for sewage, garbage pickup, street lights, water, gas, electricity or other services relating to the Property.

10. There is no pending or unfinished mortgage, deed of trust, deed to secure debt, contract deed, judgment, pending suit, proceeding, lien, execution, bankruptcy or other encumbrance against Mortgagor or against the Property in any court whatsoever that could in any way affect the title to the Property or constitute a claim, lien, or encumbrance thereon. Mortgagor knows of no hearing, petition for condemnation, zoning changes, paving or other street improvements and no notice of any proposed paving or of any pending ordinance or assessment for any street improvements has been furnished to Mortgagor.

11. Mortgagor has personal knowledge of the matters set forth herein and is fully authorized and qualified to make this Affidavit.

95662543

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

12. The undersigned makes this Affidavit for the purpose of inducing SEAWAY NATIONAL BANK OF CHICAGO to make and disburse the proceeds of the Loan secured by the Mortgage and for the purpose of inducing O'Conner Title Services, Inc. to insure the title to the Property.

MORTGAGOR:

Mary Brosneck
MARY BROSNECK
Individually

STATE OF Illinois

COUNTY OF Cook

On the 11th day of July, 1988, I, Charlotte N. Cormier-Hynes, a notary public, certify that MARY BROSNECK, a widow of Sylvester Brosneck, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My Commission Expires 12/31/1990

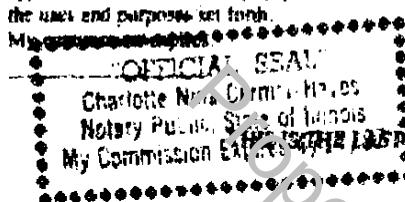
OFFICIAL SEAL

Charlotte N. Cormier-Hynes

Notary Public, State of Illinois

My Commission Expires 12/31/1990 THE LAST PAGE OF A 2 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

NOTARY PUBLIC



UNOFFICIAL COPY

Property of Cook County Clerk's Office