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This document was prepared by *MAJ* to
SEAWAY NATIONAL BANK OF CHICAGO
645 EAST 87th STREET
CHICAGO, ILLINOIS 60619

95662943

(Space above this line for recording purposes)

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

3500
MAJ

Mortgage

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

BANK:

SEAWAY NATIONAL BANK OF CHICAGO
a national banking association
645 EAST 87th STREET
CHICAGO, ILLINOIS 60619
Tax I.D. # 36-2534630
(as Mortgagee)

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

- A. A promissory note, No. 0737481746, (Note) dated July 28, 1995, and executed by MARY BROSNICK (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 to 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 Mortgagee'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, Mortgagee's performance of any terms in this Mortgage, and Borrower's and Mortgagee'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 disclosures 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), Mortgagee hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

Mortgage
BROSNICK, M.

07/28/95

Initials *M.B.*
PAGE 1

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

BOX 333-CTI

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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 Obligations 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 Mortgagor;
- F. a transfer where the spouse or children of Mortgagor 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 Mortgagor becomes an owner of the Property;
- H. a transfer into an inter vivos trust in which Mortgagor 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, chose 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 an 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 date the 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 is 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 payments.

11. **INSURANCE.** Mortgagor 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 "Mortgagee Clause" and where applicable, "Loss Payee Clause", which shall name and endorse Bank as mortgagee 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 be delivered evidence of such coverage and copies of all policies 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 alienate or encumber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements in 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 occupancy 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.** At the Property, Mortgagor shall

- A. keep all buildings occupied and keep all buildings, structures and improvements in good repair;
- B. refrain from the commission or allowance of any acts of waste or impairment of the value of the Property or improvements thereon;
- C. not cut or remove, or permit to be cut or removed, any wood or timber from the Property, which cutting or removal would

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- 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 declaring 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' fee 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 lien 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 sum in payment 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, nor will it cure or waive 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. **INTEGRATION 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 collect any lien.
- 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 addresses may be changed by written notice to the other party.

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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 Brosneck
MARY BROSNECK
Individually

STATE OF Illinois

COUNTY OF DeKalb

On this 14 day of June, 1983, CHARLOTTE N. CARMEL HAYES, 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 _____

"OFFICIAL SEAL"
Charlotte Nina Carmel Hayes
Notary Public, State of Illinois
My Commission Expires 1/14/87

[Signature]

NOTARY PUBLIC

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

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BROSNECK, M.

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

Initials *MB*
PAGE 6

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AFFIDAVIT OF MORTGAGOR

Dated: July 28, 1995.

MORTGAGOR:

MARY BROSNECK
12041 S. Perry Avenue
Chicago, IL 60628
Social Security # 473-28-3418
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:

- MARY BROSNECK (Borrower) has applied for a loan (Loan) in the principal amount of \$5,200.00. The Loan shall be evidenced by a promissory note, No. 0733481746, (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:

- Mortgagor is the owner in fee simple of the following described real property situated in COOK County, ILLINOIS, to-wit:

The North 5 Feet of Lot 27 and the East 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//PTN 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."

- Mortgagor has good and marketable fee simple title to the Property and a lawful right to convey the same.
- 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 #44980513, in Cook County Recorder of Deeds Office

- The lines and corners of the Property are clearly marked, and there are no disputes concerning the location of the lines and corners.
- Mortgagor is in exclusive, open, notorious, peaceful and continuous possession of the Property, the title thereto is not now disputed, questioned or rejected, and, to the best of Mortgagor's knowledge, title insurance thereon has not been refused.
- 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 in this jurisdiction 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.
- There are no liens or claims for taxes or assessments of any kind against the Property except those not yet due.
- There are no unpaid bills or assessments for sewage, garbage pickup, street lights, water, gas, electricity or other services relating to the Property.
- There is no pending or unsatisfied 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 pending 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.
- Mortgagor has personal knowledge of the matters set forth herein and is fully authorized and qualified to make this Affidavit.

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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'Connor Title Services, Inc. to insure the title to the Property.

MORTGAGOR:

Mary Brosneck
MARY BROSNECK
Individually

STATE OF Illinois

COUNTY OF Clark

On this 11th day of July, 1975, Charlotte N. Carmel Hayes, 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 03/31/78
OFFICIAL SEAL
Charlotte N. Carmel Hayes
Notary Public, State of Illinois
My Commission Expires 03/31/78

Charlotte N. Carmel Hayes
NOTARY PUBLIC

PAGE OF A 2 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

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