

SOUTHWEST FEDERAL SAVINGS &  
LOAN ASSOCIATION OF CHICAGO  
4062 SOUTHWEST HIGHWAY  
HOMETOWN, IL 60456

DEPT-01 RECORDING \$33.00  
T40012 TRAN 2810 03/01/95 09146100  
02597 3 PBN 4-95-142655  
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by:

LOAN NO. 000-11681-5 BOX #404

MARY A. McNALLY  
4062 SOUTHWEST HIGHWAY  
HOMETOWN, IL 60456

**MULTIFAMILY MORTGAGE,  
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT  
(Security for Construction Loan Agreement)**

THIS MORTGAGE (herein "Instrument") is made this 23RD day of FEBRUARY 1995, between the Mortgagor/Creditor, MARIE V. SANON, DIVORCED AND NOT SINCE REMARRIED and , whose address is 9146 S. OAKLEY CHICAGO, IL 60620 (herein "Borrower"), and the Mortgagee, SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO (a Corporation) organized and existing under the laws of THE UNITED STATES OF AMERICA whose address is 3525 West 63rd Street, Chicago, IL 60629. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED TWELVE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated FEBRUARY 22, 1995 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 1, 2015 .

TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by Lender to Borrower pursuant to paragraph 30 hereof (herein "Future Advances"); (c) the payment of all taxes, assessments, charges and expenses of every kind and nature, including interest thereon, arising out of or relating to the property described in Paragraph 1, State of Illinois;

\* Delete bracketed material if not completed

LOTS 7 AND 8 IN BLOCK 2 IN SNOW AND DICKINSON'S GARFIELD BOULEVARD ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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1449-51 W. GARFIELD BLVD.  
CHICAGO, IL 60636  
P.T.N.: 20-17-102-004-0000

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(Page 7 of 8 pages)

coverage in any title insurance policy insuring [and] his interest in the Property. Properties subject to claims and demands, subject to any easements and restrictions placed in a title to the Property, that the Borrower is unencumbered, and that Borrower will warrant and defend generally the title to the Borrower's interest without modification except as noted above and without default on the part of either lessor or lessee and convey and assign the Property (and, if this instrument is on a leasehold, that the ground lease is in full force and effect) to the Borrower's heirs and assigns.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property (and, if this instrument is on a leasehold, shall be deemed to be and remain a part of the real property covered by this instrument and all of the foregoing, together with such and property (or the leasedhold estate in the event this instrument is on a leasehold) are herein referred to as the "Property").

Together with the Property, and equipment, fixtures, fittings, furniture, pictures, blinds, shades, curtains and curtain rods, mirrors, chandeliers, rugs, carpeted floor coverings, curtains, drapes, sofas, chairs, tables, radiators, dishwashers, disposals, washers, dryers, lamps, windows, storm doors, sinks, ranges, ovens, stoves, and access control apparatus, plumbing, heating units, water heaters, water closets, exhaust fans, air conditioners, security and related machinery and equipment, fire prevention and detection, gas, water, oil and light and all fixtures of supplies or equipment or distributing heating, cooling, with the property, including, but not limited to, those for the purpose of supplying or connecting with every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, and all fixtures, machinery, equipment, engines, boilers, building materials, appliances and property, and rental, general, oil and gas rights and royalties, water, water rights, appurtenances, rents, royalties, mineral, oil and gas rights and royalties, water, water rights, and all easements, appurtenances, heretofore or hereafter vacated or otherwise affecting the property, and all easements, appurtenances, together with all buildings, improvements, and renewments now or hereafter erected on the property, and all

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Uniform Covenants. Borrower and Lender covenants and agree as follows:

**1. PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this instrument.

**2. FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal or interest are payable under the Note (or on another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one twelfth of (a) the yearly water and sewer rates and taxes and assessments which may be levied on the Property, (b) the yearly ground rents, if any, (c) the yearly premium installments for fire and other hazard insurance, rent loss insurance, and such other insurance covering the Property as Lender may require pursuant to paragraph 5 hereof, (d) the yearly premium installments for mortgage insurance, if any, and (e) if this instrument is on a leasehold, the yearly fixed rents, if any, under the ground lease, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole discretion, at any time upon notice in writing to Borrower. Lender may require Borrower to pay to Lender, in advance, such other Funds for other taxes, charges, premiums, assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender's interests (hereinafter "Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installments, at Lender's option.

The Funds shall be held in an institution(s) the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said rates, rents, taxes, assessments, insurance premiums and Other Impositions so long as Borrower is not in breach of any covenant or agreement of Borrower in this instrument. Lender shall make no charge for so holding and applying the Funds, analyzing said account or for verifying and compiling said assessments and bills, unless Lender pays Borrower interest, earnings or profits on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires interest, earnings or profits to be paid, Lender shall not be required to pay Borrower any interest, earnings or profits on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this instrument.

If the amount of the Funds held by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment of water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, such excess shall be credited to Borrower for the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon Borrower's breach of any covenant or agreement of Borrower in this instrument, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, any funds held by Lender at the time of application (i) to pay rates, rents, taxes, assessments, insurance premiums and Other Impositions which are now or will hereafter become due, or (ii) as a credit against sums secured by this instrument. Upon payment in full of all sums secured by this instrument, Lender shall promptly refund to Borrower any funds held by Lender.

**3. APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this instrument shall be applied by Lender in the following order of priority: (i) amounts payable to Lender by Borrower under paragraph 2 hereof, (ii) interest payable on the Note, (iii) principal of the Note, (iv) interest payable on advances made pursuant to paragraph 8 hereof, (v) principal of advances made pursuant to paragraph 8 hereof, (vi) interest payable on any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the amounts of interest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine; (vii) principal of any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the principal balances of the Future Advances in such order as Lender, in Lender's sole discretion, may determine; and (viii) any other sums secured by this instrument in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 8 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 3.

**4. CHARGES; LIENS.** Borrower shall pay all water and sewer rates, rents, taxes, assessments, premiums, and Other Impositions attributable to the Property at Lender's option in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph 4, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this instrument to be perfected against the Property.

**5. HAZARD INSURANCE.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rental loss and such other hazards, casualties, liabilities and contingencies as Lender shall, if this instrument is on a leasehold, the ground lease) shall require and in such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid, at Lender's option, in the manner provided under paragraph 2 hereof, or by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may designate in writing.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender. If this instrument is on a leasehold, Borrower shall furnish Lender a duplicate of all policies, renewal notices, renewal policies and receipts of paid premiums if, by virtue of the ground lease, the originals thereof may not be supplied by Borrower to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney in fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds, provided however, that nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property or (b) to apply the balance of such proceeds to the payment of the sums secured by this instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof (subject, however, to the rights of the lessor under the ground lease if this instrument is on a leasehold).

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion or construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If the Property is sold pursuant to paragraph 27 hereof or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

**6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS.** Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all

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**Non-Uniform Covenants.** Borrower and Lender further covenant and agree as follows:

**27. ACCELERATION; REMEDIES.** Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender at Lender's option may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports.

**28. RELEASE.** Upon payment of all sums secured by this Instrument, Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument.

**29. WAIVER OF HOMESTEAD AND REDEMPTION.** Borrower hereby waives all right of homestead exemption in the Property. If Borrower is a corporation, Borrower hereby waives all right of redemption on behalf of Borrower and on behalf of all other persons acquiring any interest or title in the Property subsequent to the date of this Instrument, except decree or judgment creditors of Borrower.

**30. FUTURE ADVANCES.** Upon request of Borrower, Lender, at Lender's option so long as this instrument secures indebtedness held by Lender, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this instrument 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 instrument, not including sums advanced in accordance herewith to protect the security of this instrument, exceed the original amount of the Note (US \$ 112,000.00) plus the additional sum of US \$ **NONE**.

**IN WITNESS WHEREOF,** Borrower has executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

*MARIE V. SANDOZ*  
MARIE V. SANDOZ

**Borrower's Address:**

9146 S. OAKLEY

CHICAGO, IL 60620

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ILLINOIS - Notary Public

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<b>CORPORATE ACKNOWLEDGMENT</b>	
STATE OF ILLINOIS, COUNTY OF COOK	
Notary Public	
My Commission Expires 5/26/96	
by _____ of _____ the _____ day of _____, 19____.	
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, a person acknowledged by _____.	
I, the undersigned, do hereby certify that MARTIE V. SANON, DIVORCED AND NOT REMARIED is a Notary Public in and for said county and state, do hereby certify that she is the same person(s) whose name(s) is/are subscribed to the foregoing instrument as HER personally known to me to be the same person, and acknowledged that she signed and delivered the said instrument as before me this day in person, and acknowledges the said instrument as her voluntarily act, for the uses and purposes therein set forth. Given under my hand and official seal, this 23rd day of FEBRUARY 1995 My Commission Expires "OFFICIAL SEAL" CORAL B. Miller Notary Public State of Illinois My Commission Expires FEBRUARY 1995	
Notary Public	
My Commission Expires 5/26/96	
by _____ of _____ the _____ day of _____, 19____.	
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, a person acknowledged by _____.	
I, the undersigned, do hereby certify that INDIVIDUAL ACKNOWLEDGMENT	
Notary Public	
My Commission Expires 5/26/96	
by _____ of _____ the _____ day of _____, 19____.	
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, a person acknowledged by _____.	
<b>CORPORATE ACKNOWLEDGMENT</b>	
STATE OF ILLINOIS, COUNTY OF COOK	
Notary Public	
My Commission Expires 5/26/96	
by _____ of _____ the _____ day of _____, 19____.	
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, a limited partner of _____, a general partner on behalf of _____.	
I, the undersigned, acknowledge that _____, a limited partner of _____, a general partner on behalf of _____, is a limited partner of _____, a limited partnership.	
Notary Public	
My Commission Expires 5/26/96	
by _____ of _____ the _____ day of _____, 19____.	
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, a limited partner of _____, a general partner on behalf of _____.	
<b>CORPORATE PARTNERSHIP ACKNOWLEDGMENT</b>	
STATE OF ILLINOIS, COUNTY OF COOK	
Notary Public	
My Commission Expires 5/26/96	
by _____ of _____ the _____ day of _____, 19____.	
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, a general partner of _____, a limited partner on behalf of _____.	
I, the undersigned, acknowledge that _____, a general partner of _____, a limited partner on behalf of _____, is a general partner of _____, a limited partnership.	
Notary Public	
My Commission Expires 5/26/96	
by _____ of _____ the _____ day of _____, 19____.	
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, a limited partner of _____, a general partner on behalf of _____.	