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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

WORLD SAVINGS AND LOAN ASSOCIATION,
a federal savings and loan association,

Plaintiff,

v.

ABRAHAM FUHRER; UNKNOWN OWNERS;
and NONRECORD CLAIMANTS,

Defendants.

. DEPT-01 RECORDING	\$33.50
. T45555 TRAN 9094 05/01/95 15:14:00	
. #3646 ÷ SK *-95-287574	
. COOK COUNTY RECORDER	
. DEPT-10 PENALTY	\$30.00

Case No.

95CH 4038

The Honorable

NOTICE OF FORECLOSURE (LIS PENDENS)

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The undersigned certifies pursuant to the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1503, that the above-captioned mortgage foreclosure action was filed on May 1, 1995, and is now pending.

(I) The plaintiff in the action is World Savings and Loan Association ("World Savings") and the Case Number is 95 CH 95CH 4038

(II) The action was filed in the Circuit Court of Cook County, Illinois, County Department, Chancery Division.

(III) The name of the title holder of record is Abraham Fuhrer.

(IV) A legal description of the real estate sufficient to identify it with reasonable certainty is as follows:

COMMON ADDRESS:

7369-79 North Damen, Chicago, Illinois

PERMANENT INDEX NUMBER:

11-30-408-002-0000

33.50
+36.00
69.50

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LEGAL DESCRIPTION OF MORTGAGED PREMISES:

Lots 13, 14, 15 and 16 in Krause's resubdivision of the North 1/2 of Lot 8 all Lots 9 to 20 inclusive and the North 1/2 of Lot 21 in Block 1 in Murphy's addition to Rogers Park in the Southeast 1/4 section of Section 30, Township 41 North, Range 14 East of the third principal meridian, (North of the Indian Boundary line and West of the Green Bay Road) according to the plat thereof recorded December 8, 1923 in Book 186 of Plats Page 6 as Document 8213134, in Cook County, Illinois.

OTHER COLLATERAL UNDER THE MORTGAGE

(A) The real property which is listed, described, and set forth on *Exhibit A* attached to the Mortgage and hereby incorporated herein (which real property, together with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto and any and all other real property which may at any time hereafter be conveyed to Mortgagor to Mortgagee as security for the Note, is hereinafter referred to as the "Land");

(B) All highways, roads, streets, alleys, and other public rights-of-way and thoroughfares, bordering on or adjacent to the Land, together with all highways, roads, streets, alleys, and other public rights-of-way and thoroughfares, and all heretofore or hereafter vacated highways, roads, streets, alleys, and public rights-of-way and thoroughfares, and all strips and gores adjoining or within the Land or any part thereof;

(C) All buildings, structures, improvements, railroad spurs, tracks, and sidings, plants, works, and fixtures now or at any time hereafter located on any portion of the Land, and all extensions, additions, betterments, substitutions, and replacements thereof;

(D) All fixtures, furniture, furnishings, equipment, machinery, appliances, apparatus, and other property of every kind and description now or with the Land or the buildings and improvements situated thereon, including, but not limited to, all lighting, heating, cooling, ventilating, incinerating, refrigerating, air-cooling, lifting, fire extinguishing, cleaning, communicating, security, surveillance, computer, telephone and electrical systems.

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and the machinery, appliances, fixtures, and equipment pertaining thereto, all switchboards, engines, motors, tanks, pumps, floor coverings, carpeting, partitions, conduits, ducts, compressors, elevators, escalators, accessories, draperies, blinds and other window coverings, and the machinery, appliances, fixtures, and equipment pertaining thereto, all of which fixtures furnishings, furniture, equipment, machinery, appliances, apparatus, and other property, whether or not now or hereafter permanently affixed to the Land, shall be deemed to be part of the and. It is the express intention of Mortgagor that all property of the kind and character described in this subparagraph (D) that Mortgagor now owns, and all of such property that it may hereafter acquire, shall be subject to the lien and security interest of this Mortgage with like effect as if now owned by Mortgagor and as if covered and conveyed hereby by specific and apt descriptions;

(E) All rights, privileges, permits, licenses, easements, consents, tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any way appertaining to all or any part of the Land and any property or interests subject to this Mortgage; all right, title, and interest of Mortgagor in all reversions and remainders in or all or any part of the Land and other property and interests subject to this Mortgage, and all avails, rents, income, issues, profits, royalties, and revenues derived from or belonging to all or any part of the Land and other property and interests subject to this Mortgage;

(F) Any and all real property and other property that may, from time to time after the execution of this Mortgage, by delivery or by writing of any kind, for the purposes hereof, be conveyed, mortgaged, pledged, assigned, or transferred to Mortgagee by Mortgagor or by any one or more persons or entities on Mortgagor's behalf or with its consent as and for additional security for the payment of the Note;

(G) Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Land and other property and interests subject to this Mortgage into cash or liquidated claims, including, by way of illustration and not limitation, all proceeds of insurance and all awards and payments, including interest thereon, which may be made with respect to all or any part of the Land or other

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property and interests subject to this Mortgage, or any estate or easement therein, as a result of any damage to or destruction of all or any part of the Land and other property and interests subject to this Mortgage, the exercise of the right or power of condemnation or eminent domain, the closing of, or the alteration of the grade of, any highway, road, street, alley or other public right-of-way or thoroughfare on or adjoining all or any part of the Land and other property and interests subject to this Mortgage, or any other injury to or decrease in the value of all or any part of the Land or other property and interests subject to this Mortgage, to the extent of all amounts which may be secured by this Mortgage, which proceeds, awards, and payments are hereby assigned to Mortgagee, which is hereby authorized to collect and receive such proceeds, awards, and payments, and to give receipts and acquittances thereon and to apply the same or any part thereof toward the payment of indebtedness secured hereby; and Mortgagor hereby agrees, upon request, to make, execute, and deliver any and all assignments and other instruments as are necessary for the purpose of assigning said proceeds, awards, and payments to Mortgagee, free, clear and discharged of any and all encumbrances of any kind or nature, whatsoever; and

(H) All oral and written leases, subleases, and other agreements, and all amendments, modifications, supplements, renewals, and extensions thereof, and all rights under the foregoing for use and occupancy of all or any part of the Land and other property and interests subject to this Mortgage (the "Leases"), and all avails, rents, issues, income, profits, royalties and revenues of the Land and said other property and interests, the property described in this clause being hereby pledged primarily and on a parity with the Land, and not secondarily;

(V) An identification of the lien sought to be foreclosed is as follows:

- (a) Nature of the instruments: (1) Mortgage, Security Agreement and Assignment of Rents; (2) Security Agreement and Security Assignment Under Land Trust; (3) Assumption Agreement, Release and Modification of Note and Security

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Instrument; (4) Financing Statements; and
(5) Trustee's Deed.

(b) **Date of Mortgage:** December 30, 1988,
amended July 26, 1993.

(c) **Name of Mortgagor:** Abraham Fuhrer.

(d) **Name of Mortgagee:** World Savings and Loan
Association.

(e & f) **Date and place of recording and
identification of recording:**

(i) the Mortgage was duly recorded with the
Cook County Recorder of Deeds on
January 5, 1989, as document number
89004268.

(ii) the Assumption Agreement was duly
recorded with the Cook County Recorder of
Deeds on August 3, 1993 as document
number 93603470.

(iii) the Trustee's Deed was duly recorded with
the Cook County Recorder of Deeds on
August 3, 1993 as document number
9360349.

(g) **Interests subject to the mortgage:** Fee simple
leasehold estate, and easements, as well as personal
property contained thereon, rents and leases.

(h) **Amount of original principal indebtedness:**
At the time of the execution of Assumption
Agreement, \$562,591.23. Amount of indebtedness
due World Savings as of March 22, 1995

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(excluding interest thereon, fees and expenses):

\$550,008.32.

(i) Name of present owner of the real estate:

Abraham Fuhrer.

(VI) The undersigned further certifies pursuant to 735 ILCS 5/5-1218 that:

(a) The name and address of the party plaintiff making the claim and asserting the deed of trust is: World Savings & Loan Association, 794 Davis Street, San Leandro, California 94577-7008.

(b) The plaintiff claims a lien upon the real estate for unpaid principal and interest due on a Promissory Note assumed by Abraham Fuhrer pursuant to an Assumption Agreement, Release and Modification of Note and Security Instrument.

(c) The nature of the claim is the lien and foreclosure action described above.

(d) The names of the persons against whom the claim is made are:

ABRAHAM FUHRER; UNKNOWN OWNERS; and
NONRECORD CLAIMANTS.

(e) The legal description of the real estate appears above.

(f) The name and address of the person executing this Notice appears below.

(g) The name and address of the person who prepared this Notice appears below.

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Respectfully submitted,

WORLD SAVINGS AND LOAN
ASSOCIATION



By: E. Anthony Lauerman III
One of Its Attorneys

James E. Spiotto, Esq.
Ann Acker, Esq.
E. Anthony Lauerman III, Esq.
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