

APPLICATION NO. 744  
DOCUMENT NO. 361380-1

VOLUME 3004 PAGE 11  
CERTIFICATE NO. 1540658  
OWNER THEODORE BROWN, ET AL.

AUG 25 1992

CIT

**CERTIFICATE  
OF TITLE**

905-269 1/2 A13 Date Of First Registration

SEPTEMBER NINETEEN (1946) LAW.  
TRANSFERRED FROM 1501814  
CERTIFICATE NO.

95397615

STATE OF ILLINOIS  
Cook County

I Carol Moseley Braun Registrar of Titles in  
and for said County in the State aforesaid, do hereby certify that

THEODORE BROWN AND ROSE BROWN  
(Married to Each Other)  
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

of the City of Chicago County of Cook and State of Illinois  
are the owners of an estate in fee simple in the following described  
land situated in the County of Cook and State of Illinois

**DESCRIPTION OF LAND**

LOT FIVE  
The North 1/2 of the East 1/2 of Section 11

In Block Nine (9) in Ira Holmes' Addition to South Chicago, a Subdivision of the  
Southwest Quarter (1) of the Northwest Quarter (1) of Section 6, Township 37 North,  
Range 14 East of the Third Principal Meridian.

95397615

DEPT-11

\$23.50

Theodore Brown  
9008 S. Colfax  
Chicago, IL 60617

140013 0472 06/20/95 14:39:00  
OFFICE OF THE COUNTY RECORDER  
MAIL ROOM

26-06-124-019 -

735  
Dr

Subject to the Estates, Easements, Incumbrances and Charges noted on  
the following memorial page of this Certificate.

Witness My hand and Official Seal

this 26th day of August 1992

Carol Moseley Braun  
Registrar of Titles, Cook County, Illinois.

UNOFFICIAL COPY

11/19/2011

Property of Cook County Clerk's Office

11/19/2011

# UNOFFICIAL COPY

## MEMORIALS

### OF ESTATES, EASEMENTS, INCUMBRANCES AND CHARGES ON THE LAND.

DOCUMENT NO	NATURE AND TERMS OF DOCUMENT	DATE OF DOCUMENT	DATE OF REGISTRATION				SIGNATURE OF REGISTRAR
			YEAR	MONTH	DAY	HOUR	
110a-10 In Duplicates	Subject to general liens levied in the year 1980 Mortgage from Mortgage Bank and Loan Association of Illinois, of the United States of America, to secure note in the sum of \$15,000.00 payable as therein stated. For particulars see document. (Legal description attached)	Nov 24 1987					<i>[Signature]</i>
3671381	Mortgage in Duplicate Certificate 767493 issued 8/27/90 on Mortgage Billor attached)	Nov 24 1987					<i>[Signature]</i>

Property of Cook County Clerk's Office

95397615

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

LaSalle Talman Bank FSB  
4747 W. Irving Park Road  
Chicago, IL 60641

**WHEN RECORDED MAIL TO:**

LaSalle Talman Bank FSB  
4747 W. Irving Park Road  
Chicago, IL 60641



**SEND TAX NOTICES TO:**

THEODORE BROWN and ROSIE L. BROWN  
9008 S COLFAX  
CHICAGO, IL 60617

905 269 72123

DEPT-11 \$37.50  
TRACED FROM 0472 06/20/95 14:39:00  
41198 4 CT \*-95-397616  
COOK COUNTY RECORDER

95397616

FOR RECORDER'S USE ONLY

## MORTGAGE

THIS MORTGAGE IS DATED JUNE 14, 1995, between THEODORE BROWN and ROSIE L. BROWN, WITH TITLE VESTED AS FOLLOWS: THEODORE BROWN AND ROSE L. BROWN, ALSO KNOWN AS ROSIE L. BROWN, HIS WIFE, AS JOINT TENANTS, whose address is 9008 S COLFAX, CHICAGO, IL 60617 (referred to below as "Grantor"); and LaSalle Talman Bank FSB, whose address is 4747 W. Irving Park Road, Chicago, IL 60641 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOT 4 AND THE NORTH 15 FEET OF LOT 5 IN BLOCK 9 IN IRA HOLMES' ADDITION TO SOUTH CHICAGO A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9008 S COLFAX, CHICAGO, IL 60617. The Real Property tax identification number is 26-06-124-019-0000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Existing indebtedness.** The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

**Grantor.** The word "Grantor" means THEODORE BROWN and ROSIE L. BROWN. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions,

3750  
BW

UNOFFICIAL COPY

RECEIVED

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

06-14-1995

Loan No 92-10798866

MORTGAGE

(Continued)

Page 2

replacements and other construction on the Real Property.

**Indebtedness.** The word "indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$25,000.00.

**Lender.** The word "Lender" means LaSalle Talman Bank FSB, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Note.** The word "Note" means the promissory note or credit agreement dated June 14, 1995, in the original principal amount of \$25,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 10.000%. The Note is payable in 120 monthly payments of \$331.87. The maturity date of this Mortgage is June 29, 2005.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accretions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000000000