

APPLICATION NO 921
DOCUMENT NO 3596496-F

VOLUME 3024-PAGE 122
CERTIFICATE NO 1509388
OWNER CHARLOTTE L. FLETCHER

JAN 17 1991

CERTIFICATE OF TITLE

Date Of First Registration

NOVEMBER TWENTY THIRD (23RD) 1903
TRANSFERRED FROM 1138432
CERTIFICATE NO WJ

-96-126354

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

CHARLOTTE L. FLETCHER
(Divorced and Not Remarried)

DEPT-11 TORRENS \$23.50
T#0015 TRAK 1517 02/16/96 15:26:00
#9001 DW *-96-126354
COOK COUNTY RECORDER
ILLINOIS

of the CITY OF CHICAGO County of COOK and State of ILLINOIS
is the owner of an estate in fee simple, in the following described land situated in the County of Cook and State of Illinois.

M. Anderson
90 ATGF
29 S. LaSalle #260
Chicago, IL 60603

DESCRIPTION OF LAND

LOT NINE (except the North Ten (10) feet thereof)------(9)
LOT TEN (Except the South Forty (40) feet Thereof)-----(10)

In Henry C. Wilson's Second Subdivision, being a Subdivision of the South Six Hundred and Fifty Five and Sixty Three One Hundredths (655.63) feet of the East Three Hundred and Thirty Seven (337) feet of the North Half (1/2) of the East Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 17, Township 39 North, Range 13, East of the Third Principal Meridian.

16-17-115-028

96-126354

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

Witness

My hand and Official Seal

TWENTY-SIXTH (26TH)

JANUARY

1990

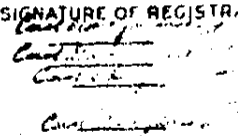
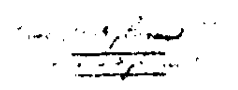
this 17/26/90 DAY 2 day of JANUARY A. D.

Carol Moseley Braun

2350

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

DOCUMENT NO.	NATURE AND TERMS OF DOCUMENT	DATE OF DOCUMENT	DATE OF REGISTRATION YEAR-MONTH-DAY-HOUR	SIGNATURE OF REGISTRAR
160383-90	<p>General Taxes for the year 1989. Subject to General Taxes levied in the year 1990. Building line shown on Plat of Henry C. Wilson's 2nd Subdivision aforesaid, as shown in Deed Document Number 4699. Covenant in favor of Henry C. Wilson, modifying conditions in building line aforesaid, as shown in Deed Document Number 4738, regarding Twenty Five (25) foot Building line, as shown in Deed Document Number 23975.</p>			
in Duplicate	<p>Mortgage from Charlotte L. Fletcher to Citicorp Savings of Illinois, A Federal Savings and Loan Association, of the United States, to secure note in the sum of \$134,400.00, payable as therein stated. For particulars see Document. (Rider Attached)</p>	Aug. 14, 1989	Aug. 29, 1989 3:23PM	
3820946	<p>Mortgagee's Duplicate Certificate 756290 issued 1/26/90 on Mortgage</p>		3820946.	

Property of Cook County Clerk's Office

160383-90

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MORTGAGE

(Continued)

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PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on an actual cash value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy, or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Real Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

No Other Liens. Grantor will not, without the prior written consent of Lender, create, place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for a lien for ad valorem taxes on the Real Property which are not delinquent), security interest, encumbrance or charge, against or covering the Property, or any part thereof, other than as permitted herein, regardless if same are expressly or otherwise subordinate to the lien or security interest created in this Mortgage, and should any of the foregoing become attached hereafter in any manner to any part of the Property without the prior written consent of Lender, Grantor will cause the same to be promptly discharged and released.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

Default. If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's

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CHERYL SOLOMON

(SEAL)

GRANTOR: *Cheryl Solomon*

GRANTOR AGREES TO ITS TERMS.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR

ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY. MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF REV. STAT. CH. 110 SECTION 15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILL. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY Waiver of Right of Redemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage. Waiver of Homestead Exemption. Time is of the Essence. Time is of the essence in the performance of this Mortgage. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois. Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois.

MISCELLANEOUS PROVISIONS.

Attorneys' Fees: Expenses. In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure. Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity. Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section. Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property. UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law. any Guaranty of the Indebtedness.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or disputes the validity of, or liability under, Existing Indebtedness. A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any Existing Indebtedness. A default shall occur under any Existing Indebtedness, or commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor. Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor. Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant, or condition contained in this Mortgage, the Note, or in any other agreement between Grantor and Lender.

Default on Indebtedness. Failure of Grantor to make any payment when due on the indebtedness or any other indebtedness or obligation now or hereafter owing to Lender. DEFULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness or to this Mortgage.

(Continued)

MORTGAGE

10/11/09

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