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ORIGINAL CONTRACTOR'S CLAIM FOR LIEN

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

DEPT-02 FILING \$18.50
T#2222 TRAN 9154 06/11/97 16:10:00
#8823 + KB *-97-4 16423
COOK COUNTY RECORDER

The claimant, Ken's Concrete/William E. Dec, assignee of the Chicago, County of COOK, State of Illinois, hereby files a claim for lien against Alvard Baena (hereinafter referred to as "owner"), of Cook County, Illinois, and states:

That on September 22, 1996, the owner owned the following described land in the County of Cook, State of Illinois, to wit:
See attached

Above Space for Recordors Use Only

Permanent Real Estate Index Number(s): 16-36-408-035
Address(es) of premises: 2741 West 36th Street, Chicago, Illinois

- That on September 13, 1996, the claimant made a contract with said owner
- (1) Alvard Baena
 - (2) to Tuckpoint, labor & materials

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for the building (3) erected on said land for the sum of \$ 1,000.00

and on September 22, 1996 completed thereunder() Tuckpointed, labor & materials

That at the special instance and request of said owner the claimant furnished extra and additional materials and extra and additional labor on said premises of the value of \$ -0- and completed same on none (5)

That said owner is entitled to credits on account thereof as follows. to-wit: \$ -0-

leaving due, unpaid and owing to the claimant, after allowing all credits, the balance of \$ 1,000.00 Dollars for which, with interest, the claimant claims a lien on said land and improvements.

William F Deel / Lawyer's Lien
(Name of sole ownership, corporation, or partnership)

By William F Deel

This document was prepared by Lawyer's Lien Services, Inc. 1901 West Race Ave. Chicago, Illinois 60622

Mail to: Lawyer's Lien Services, Inc. 1901 West Race Ave.
Chicago, Illinois 60622

Or Recorder's Office Box No. _____

- (1) If contract made with another than the owner, delete "said owner." name such person and or knowingly permitted by said owner to make said contract."
- (2) State what was to be done.
- (3) "being" or "to be," as the case may be.
- (4) "All required to be done by said contract" or "work to the value of or, "delivery of materials the value of \$ _____," etc.
- (5) If extras fill out, if no extras strike out.

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State of Illinois, County of COOK

)
)SS.
)

The affiant, Ken's Concrete/William E. Dec, assignee

being first duty sworn, on oath deposes and says that he is WILLIAM E. DEC / ASSIGNEE
KEN'S CONCRETE

the claimant: that he has read the foregoing claim for lien and knows the contents thereof; and that all the statements therein contained are true.

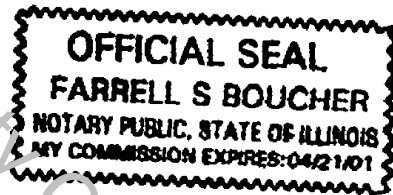
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William E. Dec

Subscribed and sworn to before me this 4 day of June, 1997.

Farrell S. Boucher

Notary Public



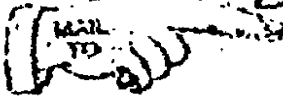
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6/10/2019

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BOX 392



Space Above This Line For Recording Data

MORTGAGE

THIS MORTGAGE (Security Instrument) is given on January 28, 1998

The mortgage is ALVARO SAKA, DIRECTOR OF BANK REPAIRING

MARINE TRUST AND SAVINGS BANK

under the name of THE STATE OF ILLINOIS

111 WEST MONROE STREET CHICAGO, ILLINOIS 60601

However once Lender the principal sum of Sixty Five Thousand Five Hundred Fifty and 00/100

Dollars (U.S. \$ 65,500.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 28, 2028

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all premiums, extensions and modifications of the Note; (b) the payment of all other debts, with interest, advanced under paragraph 7 to preserve the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 15 IN BLOCK 3 IN THOMAS KELLEYS ADDITION TO CHICAGO, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND THE WEST HALF OF LOT 36 X A B

PERMANENT INDEX NUMBER: 14-34-486-635-0000

DEPT-11 784448 TRAM 2284 01/29/98 \$27.00 61331 8 14-34-0584 15 COOK COUNTY RECORDER

which has the address of

2201 W. LEXINGTON STREET

CHICAGO

Illinois 60612

Together with all the improvements now or hereafter set out on the property, and all contracts, agreements, or a license now or hereafter a part of the property. All improvements and additions shall also be covered by this Security Instrument. All rights belonging to referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend against the title to the Property against all claims and demands, subject to any circumstances of record.

THIS SECURITY INSTRUMENT constitutes without conditions for replacement and non-conditions covenants with limited variations by jurisdiction to create a valid security instrument covering and property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charge. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charge due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments with a way made pay on this Security Instrument as a lien on the Property; (b) yearly bonded payments or ground rents on the Property, if any; (c) yearly taxes or property insurance premiums; (d) yearly bond insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 53 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lower amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may determine the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may and charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or varying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a non-refundable charge for an independent real estate tax reviewing services used by Lender in connection with the loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

ILLINOIS Single Family Finance Mortgage Loan UNIFORM INSTRUMENT

Form 2014 950 Page 1 of 4

Handwritten initials 'AB' and a large number '277'.

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Funds. Lender shall give to Borrower... the Funds shall be held by Lender...

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower all Funds held by Lender.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to any prepayment charges due under the Note, second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

4. Charges Lien. Borrower shall pay all taxes, assessments, charges, fees and impositions... which may attach primarily over this Security Instrument, and household payments or general debts, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by a default against certain amount of the lien in legal proceedings which in the Lender's opinion ought to prevent the enforcement of the lien; or (c) obtains from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument.

5. Hazard or Fire or by Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including theft and flooding, for which Lender requires insurance.

All insurance policies and coverages shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and coverages.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not impaired.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2.

6. Occupancy, Transportation, Maintenance and Protection of a Property. Borrower's Loan Application, Leasehold, shall comply, establish, and use the Property as Borrower's principal residence... at least one year after the execution of this Security Instrument.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property...

Any amounts disbursed by Lender under this paragraph 7 shall constitute additional debt of Borrower secured by this Security Instrument.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice of the time of entry prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any condemnation or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for condemnation in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds realized by the following method: (a) the first amount of the sums secured immediately before the taking, divided by (1) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condenser offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments. See, in paragraphs 1 and 2, the change the amount of each payment.

11. Borrower Not Released; Enforcement By Lender Not a Waiver. Extension of the time for payment or modification of satisfaction of the sums secured by this Security Instrument granted by Lender to any person in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any person in interest or failure to enforce its right for payment or otherwise modify satisfaction of the sums secured by this Security Instrument by means of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prejudice the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-obligors. The covenants and agreements of this Security Instrument shall bind and benefit successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, (a) in co-signing this Security Instrument is jointly to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is directly applicable to the loan or which the charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced to the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to apply this refund by crediting the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by sending it by first class mail under applicable law to the address of the Borrower as set forth on the Note. Notices shall be deemed to have been given to Borrower by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this or any instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a stated party) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may exercise any remedies provided by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the notice of: (a) 5 days for each other period as applicable (but may specify by assignment) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) court judgment on this Security Instrument. These conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all obligations incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to ensure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon satisfaction by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note (together with this Security Instrument) may be sold or assigned without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer consistent with a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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10. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower is, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 10, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, volatile solvents, volatile organic compounds or formaldehyde, and radioactive materials. As used in this paragraph 10, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-LIENHOLDING COVENANTS. Borrower and Lender further covenant and agree as follows:

11. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraph 17 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the same secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to seek to be declared a party to proceedings regarding the non-occurrence of a default or any other defense of Borrower to acceleration and foreclosure. If the due date is extended or before the date specified in the notice, Lender of its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 11, including, but not limited to, reasonable attorney's fees and costs of title evidence.

12. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any acceleration costs.

13. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

14. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each (each rider) shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument.

(Check applicable box(es))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Reverse Payment Rider | <input type="checkbox"/> Second Mortgage Rider |
| <input type="checkbox"/> Other(s) (specify) | | |

BY SIGNING HEREON, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

<u>[Signature]</u>	<u>[Signature]</u>
_____	ALVARO BAENA (Seal) Borrower
_____	Social Security Number _____
_____	_____ (Seal) Borrower
_____	Social Security Number _____
_____	_____ (Seal) Borrower
_____	Social Security Number _____

STATE OF ILLINOIS County of: _____
 I, ALVARO BAENA, DIVORCED NOT RE-MARRIED
 a Notary Public in and for said county and state do hereby certify

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as his husband free and voluntary act, for the uses and purposes therein set forth, this day of January, 1994

My Commission Expires: [Signature]
 My Commission Expires: _____

This instrument was prepared by: ANNETTE CRAWLEY
 Return To: **HARRIS TRUST AND SAVINGS BANK**
121 WEST MONROE STREET
CHICAGO, ILLINOIS 60601

CH.F. CRAWLEY
 1054 PULASKI ST
 CHICAGO, ILLINOIS 60642

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