

# UNOFFICIAL COPY

1998-04-21 14:52:20  
Cook County Recorder 35.50

**QUIT CLAIM DEED**  
**Joint Tenancy**  
**Statutory (Illinois)**  
**(Individual to Individual)**



(Above Space for Recorder's use only)

THE GRANTOR(S) ANNA SUMMERS, (MARRIED TO FREDDIE SUMMERS) OF THE CITY OF CHICAGO OF COUNTY OF COOK STATE OF ILLINOIS FOR THE CONSIDERATION OF TEN\$(10.00)\*\*\*\*\*00/100 DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATIONS IN HAND PAID, CONVEY(S) AND QUIT CLAIMS TO: ANNA SUMMERS & FREDDIE SUMMERS

NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY, ALL INTEREST IN THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOT 2210 IN FREDERICK H. BARTLETT'S GREATER CHICAGO SUBDIVISION NO. 5 BEING A SUBDIVISION OF THAT PART LYING WEST OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY OF THE EAST 3/4 OF THE SOUTH 1/2 OF THE NORTH 1/2 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS. SUBJECT TO: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD.

DOCUMENT NO. (S) \_\_\_\_\_

\_\_\_\_\_ AND TO GENERAL TAXES FOR \_\_\_\_\_ AND SUBSEQUENT YEARS.

PERMANENT REAL ESTATE INDEX NUMBER(S): 25-15-214-029

ADDRESS(ES) OF REAL ESTATE 10534 SOUTH VERNON, CHICAGO, ILLINOIS 60628

DATED THIS: \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

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98316078

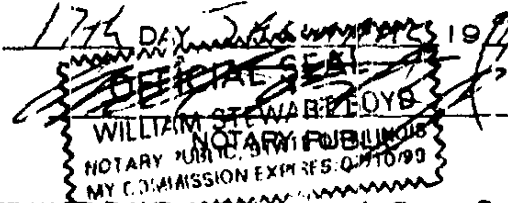
Anna Summers (SEAL) (SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS, COUNTY OF COOK SS. I THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT ANNA SUMMERS, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT SHE HAS SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 17th DAY OF June 1978 COMMISSION EXPIRES 19



THIS INSTRUMENT WAS PREPARED BY WILLIAM STEWART BOYD, 100 NORTH LASALLE STREET, CHICAGO, ILLINOIS 60602 (NAME AND ADDRESS)

William S. Boyd (NAME)

SEND SUBSEQUENT TAX BILLS TO:

100 N. LASALLE (ADDRESS)

(NAME)

Chicago, IL 60602 OFFICIAL SEAL WILLIAM STEWART BOYD NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 07.10.99

(ADDRESS)

(CITY, STATE AND ZIP)

RECORDER'S OFFICE BOX NO.

Exempt under Real Estate Transfer Tax Act Sec. 4 Par. 6 & Cook County Ord. 95104 Par. 5

Date 4/20/58 Sign [Signature]

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STATEMENT BY GRANTOR AND GRANTEE

98316058

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated

1/17/98

Signature

Anna Summers  
Grantor or Agent

SUBSCRIBED AND SWORN TO BEFORE  
ME BY THE SAID  
THIS 17th DAY OF JANUARY  
19 98

NOTARY PUBLIC

~~OFFICIAL SEAL~~  
WILLIAM STEWART BOYD  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 07/10/99

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Date

1/17/98

Signature

Anna Summers  
Grantee or Agent

SUBSCRIBED AND SWORN TO BEFORE  
ME BY THE SAID  
THIS 17 DAY OF JANUARY  
19 98

NOTARY PUBLIC

~~OFFICIAL SEAL~~  
WILLIAM STEWART BOYD  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 07/10/99

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or AB1 to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

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ILLINOIS ABSTRACT

MORTGAGE

C. I. TITLE INC.  
P. O. BOX 17266  
ST. PAUL, MN 55117

1740551

DEPT-01 RECORDING \$35.00  
TRAN 1/83 04/21/98 08:10:00  
# 98-316058  
COOK COUNTY RECORDER

**BORROWER**

VICTORIA MATTHEWS

**ADDRESS**

3300 N LAKE SHORE DR 8D  
CHICAGO IL 606573934

**LENDER**

FIRST BANK NATIONAL ASSOCIATION,  
A NATIONAL BANKING ASSOCIATION  
410 NORTH MICHIGAN AVENUE  
CHICAGO, IL 60611

**GRANTOR**

VICTORIA MATTHEWS  
A SINGLE PERSON

**ADDRESS**

3300 N LAKE SHORE DR  
CHICAGO IL 606573934

1. **GRANT.** For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. **OBLIGATIONS.** This Mortgage shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following agreement:

PRINCIPAL AMOUNT/ CREDIT LIMIT	NOTE/ AGREEMENT DATE	MATURITY DATE
30,000.00	02/06/1998	02/06/2003

b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. **PURPOSE.** This Mortgage and the Obligations described herein are executed and incurred for CONSUMER purposes.

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P. 8  
N  
M.V.  
N.A.



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**10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS.** Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

**11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY.** Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

**12. USE AND MAINTENANCE OF PROPERTY.** Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

**13. LOSS OR DAMAGE.** Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

**14. INSURANCE.** Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.

**15. ZONING AND PRIVATE COVENANTS.** Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

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**16. CONDEMNATION.** Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.

**17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS.** Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.

**18. INDEMNIFICATION.** Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to defend Lender from such Claims, and pay the costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.

**19. TAXES AND ASSESSMENTS.** Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.

**20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS.** Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.

**21. ESTOPPEL CERTIFICATES.** Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

**22. DEFAULT.** Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:

- (a) fails to pay any Obligation to Lender when due;
- (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;
- (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
- (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
- (e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal; or
- (f) causes Lender to deem itself insecure in good faith for any reason.



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**23. RIGHTS OF LENDER ON DEFAULT.** If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- (a) to declare the Obligations immediately due and payable in full;
- (b) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
- (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
- (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
- (f) to foreclose this Mortgage;
- (g) to set-off the Obligations against any amounts due to Grantor or Borrower including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
- (h) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

**24. WAIVER OF HOMESTEAD AND OTHER RIGHTS.** Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law. If a husband and wife are both signing this Mortgage and only one of the spouses is an owner of the Property, then the other spouse is signing for the sole purpose of waiving such homestead rights and other exemptions.

**25. SATISFACTION.** Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.

**26. APPLICATION OF FORECLOSURE PROCEEDS.** The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.

**27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER.** Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.

**28. APPLICATION OF PAYMENTS.** All payments made by or on behalf of Grantor or Borrower may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

**29. POWER OF ATTORNEY.** Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.

**30. SUBROGATION OF LENDER.** Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

**31. COLLECTION COSTS.** If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.

**32. PARTIAL RELEASE.** Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.

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## ATTACHMENT A Property Description

UNIT #8-D AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THE SOUTH 100 FEET OF LOTS 36, 37, 38, AND 39 AND THE SOUTH 100 FEET OF THAT PART OF LOT 40 LYING WEST OF THE WEST LINE OF CHERIDAN ROAD IN BLOCK 3 IN LAKE SHORE SUBDIVISION OF LOTS 24, 25 AND 26 IN PINE GROVE, IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, COVENANTS AND RESTRICTIONS FOR 3300 LAKE SHORE DRIVE CONDOMINIUM MADE BY MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1973 AND KNOWN AS TRUST NUMBER 2371, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 22632555 TOGETHER WITH AN UNDIVIDED .97 PER CENT INTEREST IN THE PARCEL (EXCEPTING FROM THE PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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**33. MODIFICATION AND WAIVER.** The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.

**34. SUCCESSORS AND ASSIGNS.** This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

**35. NOTICES.** Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.

**36. SEVERABILITY.** If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

**37. APPLICABLE LAW.** This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.

**38. MISCELLANEOUS.** Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

**39.  TRUSTEE'S EXCULPATION; MORTGAGE SIGNERS.** This Mortgage is executed by \_\_\_\_\_, not personally but solely as Trustee under Trust Agreement dated \_\_\_\_\_ and known as Trust No. \_\_\_\_\_ in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by \_\_\_\_\_ are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against \_\_\_\_\_ by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this agreement. This Mortgage is also executed by \_\_\_\_\_ and \_\_\_\_\_ one or more of whom is (are) also the maker(s) of the Note secured by the Mortgage, and who also may be the Beneficiary(s) of that certain Trust created with \_\_\_\_\_ as Trustee under Trust Number \_\_\_\_\_ pursuant to a Trust Agreement dated \_\_\_\_\_.

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.

Dated:

\_\_\_\_\_, not personally but solely as Trustee under Trust Agreement dated \_\_\_\_\_ and known as Trust Number \_\_\_\_\_.

GRANTOR:  
  
VICTORIA MATTHEWS

GRANTOR:  
\_\_\_\_\_

GRANTOR:  
\_\_\_\_\_

GRANTOR:  
\_\_\_\_\_

GRANTOR:  
\_\_\_\_\_

GRANTOR:  
\_\_\_\_\_

GRANTOR:  
\_\_\_\_\_

GRANTOR:  
\_\_\_\_\_

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## CORPORATE ACKNOWLEDGMENT

State of Illinois  
County of Cook ss.

State of \_\_\_\_\_ ss.  
County of \_\_\_\_\_

I, VOULA VASSOS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, as

VICTORIA MATTHEWS  
A SINGLE PERSON

\_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, as Trustee under Trust

personally known to me to be the same person whose name is \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes herein set forth.

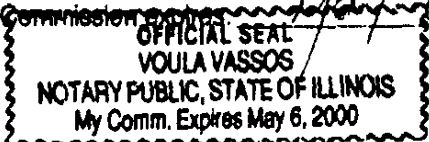
Agreement dated \_\_\_\_\_, and known as Trust Number \_\_\_\_\_, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Officers of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes herein set forth.

Given under my hand and official seal, this 6<sup>th</sup> day of FEBRUARY, 1998

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public  
Commission expires 2000

Notary Public  
Commission expires: \_\_\_\_\_



**SCHEDULE A**

The street address of the Property (if applicable) is: 3300 N LAKE SHORE DR APT 8D  
CHICAGO, IL 606573934

Permanent Index No.(s): 14-21-310-055-1055

The legal description of the Property located in COOK County, Illinois is:

**See Attachment A**

This instrument was drafted by:  
**FIRST BANK NATIONAL ASSOCIATION,**  
410 NORTH MICHIGAN AVENUE  
CHICAGO, IL 60611

After recording return to:  
**FIRST BANK NATIONAL ASSOCIATION**  
Lien Perfection Department  
P.O. Box 2687  
 Fargo, ND 58108-2687



98016058