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INSTRUMENT PREPARED BY:

MURKIT, SARRIS

SAVINGS OF AMERICA
CITY HOME SAVINGS OF AMERICA
P.O. BOX 7076
PASADENA, CA. 91109
ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

LOAN NO. 593136-A

**MORTGAGE AND ASSIGNMENT OF RENTS
ADJUSTABLE INTEREST RATE LOAN**

This Mortgage, made this 23rd day of SEPTEMBER, 1995, between

SALLY J. BAER, A SPINSTER,

a corporation, herein called BORROWER, whose address is 701 SOUTH PLYMOUTH COURT, CHICAGO, IL 60605, and

CHICAGO,

AFFILIATED COMPANIES, INC., a corporation, herein called LENDER,

WITH AND THE Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as follows:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF,

COMMONLY KNOWN AS 21 WEST GOING STREET, UNIT #2C, CHICAGO, IL 60610

PTIN: 17-04-274-047-1003

Unit No. 2-C as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel") : - Lot 2 in the resubdivision of the West 1/2 and the West 9 feet of the East 1/2 of Sub Lots 2 and 3 of Lot 4, together with Lots 19 and 20 in Weber and Fischer's Subdivision of Lot 7 and the North 1/2 of Lot 2, all in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, also: Lots 1, 3 and 4 in the Resubdivision of the West 1/2 and the West 9 feet of the East 1/2 of Sub Lots 2 and 3 of Lot 4, together with Lots 19 and 20 in Weber and Fischer's Subdivision of Lot 3 and the North 1/2 of Lot 2, all in Bronson's addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, also: Lots 17 and 18 in Weber and Fischer's Subdivision of Lot 3 and the North 1/2 of Lot 2 in Bronson's Addition to Chicago, Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago, as Trustee, under Trust No. 17642 recorded in the office of the Recorder of Deeds, Cook County, Illinois as Document 24267613 and registered in the office of the Registrar of Titles, Cook County, Illinois as Document LR2991061, together with an undivided .25954 percent interest in said parcel (excepting from said parcel all units comprising all the units as set forth in said Declaration and Survey) in Cook County, Illinois.

by Borrower, contains no covenants or restrictions, express or implied, on such property, of each provision or agreement of Borrower contained in any building loan agreement or other agreement between Borrower and Lender relating to such property. (5) The performance and keeping by Borrower of each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property. (6) Compliance by Borrower with each and every monetary provision to be performed by Borrower under any Declaration of Covenants, Conditions and Restrictions pertaining to such property or any Declaration of Condominium ownership and upon written request of Lender, the enforcement by Borrower of any covenant to pay maintenance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within 90 days after such written request is made. (7) At Lender's option, payment, with interest thereon, of any other person or future indebtedness or obligation of Borrower (or of any successor in interest of Borrower to such property) due to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in interest of Borrower. (8) Performance of all agreements of Borrower to pay fees and charges to the Lender whether or not herein set forth. (9) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER AGREES, AS FOLLOWS:

- (1) Construction or Improvements. To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and habitation incurred therefor, and not to permit any mechanic's lien against such property, nor any stop notice against any loan proceeds. Borrower also agrees, anything in this Mortgage to the contrary notwithstanding, (a) to promptly commence work and to complete the proposed improvements promptly, (b) to complete same in accordance with plans and specifications as approved by Lender, (c) to allow Lender to inspect such property at all times during construction, (d) to replace any work or materials unsatisfactory to Lender, within fifteen (15) days after written notice from Lender of such fact, which notice may be given to Borrower by certified mail, sent to his last known address, or by personal service of the same.

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(1) Construction of hypothesis models. To complete its goal and requirements, we can first building a simple model to express the relationship between variables.

GETTING INFORMATION FROM THE WEB IS A SKILL TO WHICH WE WILL BE EXPOSED ON A DAILY BASIS.

(c) **Requirement to file form 10**
any corporation, partnership or limited liability company, any individual, firm, association, trust, estate, or other entity, and any organization, including a corporation, partnership, limited liability company, or other entity, which has issued or sold securities to the public or to persons outside its home state, must file a registration statement with the Commission before it can issue or sell securities to the public or to persons outside its home state.

DRIVING TO BOSTON AND NEW YORK

Logistics was the first application area to benefit from the new information system. The system has greatly improved the efficiency of the distribution process, resulting in significant cost savings. The system also provides real-time visibility into the status of each shipment, allowing for timely corrective action if any issues arise.

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A faint, diagonal watermark watermark running from the top left towards the bottom right of the page. The text "Cook County Clerk's Office" is repeated twice in a stylized, overlapping font.

THE BIRMINGHAM JOURNAL OF BUSINESS SEPTEMBER 1, 1995

MORTGAGE AND ASSIGNMENT OF RENTS
ADJUSTABLE INTEREST RATE LOAN

GEORGE TONNIVET — *Conductor and organist of the Royal Chapel.*

[Large handwritten signature over the bottom right corner]

ALL NOTICES TO LENDER SHALL BE MADE OR DELIVERED TO THE ADDRESS OF THE BORROWER.

P.O. BOX 7075 PASADENA, CA. 91109

C/O HOME SAVINGS OF AMERICA

1932-33 MARV T. SAWYERS 303-01141

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THIS INSTRUMENT DEPENDED BY

For more information about the National Institute of Child Health and Human Development, please call 301-435-0911 or visit our website at www.nichd.nih.gov.

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(2) **Repair and Maintenance of Property.** To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon, to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed including, without restricting the generality of the foregoing, damage from termites, and earth movement, to pay when due all claims for labor performed and materials furnished in connection with such property and not to permit any mechanic's lien against such property, to comply with all law affecting such property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereon, not to commit, suffer or permit any act upon such property in violation of law, to cultivate, irrigate, fertilize, fumigate and prune, and to do all other acts as shall from the character or use of such property may be reasonably necessary to keep such property in the same condition reasonable wear and tear excepted as at the date of this Mortgage.

(3) **Fire and Casualty Insurance.** To provide and maintain in force, at all times, fire and other types of insurance with respect to such property as may be required by Lender. Each policy of such insurance shall be in an amount, for a term and in form and content and by such company, as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered to, and remain in possession of, Lender as further security for the faithful performance of these covenants. Borrower shall also furnish Lender with written evidence showing payment of all premiums therefor. At least thirty (30) days prior to the expiration of any insurance policy, a policy renewing or extending such expiring insurance, shall be delivered to Lender with written evidence showing payment of the premium therefor, and, in the event that any such insurance policy and evidence of payment of the premium are not so delivered to Lender, Borrower by executing this Mortgage specifically requests Lender to obtain such insurance. Lender, but without obligation so to do, without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may obtain such insurance through or from any insurance agency or company acceptable to it, and pay the premium therefor. Lender shall not be chargeable with obtaining or maintaining such insurance or for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. Lender, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to Lender pursuant hereto, and any information concerning the loan secured hereby. Borrower hereby assigns to Lender all unearned premiums on any such policy, and agrees that any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property conveyed at any sale held hereunder pursuant to the foreclosure of this Mortgage.

(4) **Life, Health or Accident Insurance.** If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or holder of any policy of such insurance or further security hereunder, Lender may elect to pay any premiums thereon as to which Borrower shall be in default, and any amount so paid may be accrued hereby.

(5) **Taxes and Other Bums Due.** To pay, satisfy and discharge (a) at least ten (10) days before delinquency, all general and special taxes affecting such property, (b) when due, all special assessments for public improvements, (c) on demand of Lender but in no event later than the date such amounts become due, (1) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are, or appear to Lender to be prior to or superior thereto, (2) all costs, fees and expenses of this whether or not described herein, (3) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law therfor at the time when such request is made, (4) such other charges as the Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower or any successor in interest to Borrower, (b) if such property includes a leasehold estate, all payments and obligations required of the Borrower or his successor in interest under the terms of the instrument or instruments creating such leasehold, and (c) all payments and monetary obligations required of the owner of such property, by or any declaration of covenants or conditions or restrictions pertaining to such property or any modification thereof. Should Borrower fail to make any such payment, Lender without contesting the validity or amount may elect to make or advance such payment together with any costs, expenses, fees, or charges relating thereto. Borrower agrees to notify Lender immediately upon receipt by Borrower of notice of any increase in the assessed value of such property. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which does or may affect the value of such property, the amount or basis of such property, or the availability of any exemption to which Borrower is or may be entitled.

In the event of the passage of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes, including, but not limited to, the postponement of the payment of all or any part of any real or personal property taxes, so as to affect this Mortgage, the holder of this Mortgage and of the obligations which it secures shall have the right to declare the principal sum and the interest due on a date to be specified by not less than 30 days' written notice to be given to Borrower by Lender, provided, however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against such property, and such agreement shall constitute a modification of this Mortgage.

(6) **Impounds.** To pay to Lender, if Lender shall so request, in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, gas and rents or other obligations secured by this Mortgage (hereinafter in this paragraph referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to such property. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Borrower to pay such obligations as the same become due or delinquent, Borrower shall pay to Lender, upon demand, such additional sums necessary to discharge Borrower's obligation to pay such obligations. All monies paid to Lender under this paragraph may be informingled with other monies of Lender and shall not bear interest, except as required by law. Lender may pay such obligations whether before or after they become due and payable. In the event of a default in the payment of any monies due on the indebtedness secured hereby, default of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of principal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is established. Lender will make such reports of impounds as are required by law.

(7) **Assignment of Awards and Damages to Lender.** All sums due, paid, or payable to Borrower or any successor in interest to Borrower of such property whether by way of judgment, settlement or otherwise (a) for injury or damage to such property, or (b) in connection with the transaction financed by the loan secured hereby, or (c) in connection with any condemnation for public use or occupancy to such property, or any part thereof, is hereby assigned and shall be paid to Lender. Lender shall be entitled, at its option, to commence, intervene in, appear in, and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with any such taking or damage. Borrower agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds as Lender may require.

(8) **Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery.** The amount received by Lender pursuant to this Mortgage under any fire or other insurance policy, in connection with any condemnation for public use or occupancy to such property, for injury or damage to such property, or in connection with the transaction financed by the loan secured hereby, at the option of Lender may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine or, without reducing the indebtedness secured hereby, may be used to replace, restore, or reconstruct such property to a condition satisfactory to Lender or may be released to Borrower, if any such amount may be divided in any manner among any such application, use or release. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(9) **Litigation.** Borrower shall defend this Mortgage in any action or proceeding purporting to affect such property, whether or not it affects the security hereof and to file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property, and Lender is hereby authorized, without obligation so to do, to commence, appear in, or defend any such action, whether brought by or against Borrower or Lender, or with or without suit, to exercise or enforce any other right, remedy, or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding; and Lender may appear or intervene in any action or proceeding, and retain counsel thereon, and take such action thereon, as either may be advised, and may settle, compromise or pay the same or any other claims and, in that behalf and for any of said purposes, may expend and advance such sums of money as either may deem necessary. Whether or not Borrower so appears or defends, Borrower on demand shall pay all costs and expenses of Lender, including costs of evidence of title, in any such action or proceeding in which Lender may appear by virtue of being made a party defendant or otherwise and irrespective of whether the interest of Lender in such property is directly questioned by such action, including, but not limited to, any action for the condemnation or partition of such property and any suit brought by Lender to foreclose this Mortgage.

(10) **Loan on Leasehold Estate.** If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions, and provisions of the instrument or instruments creating such leasehold. Borrower also agrees not to amend, change, or modify his leasehold interest, or the terms on which he has such leasehold interest, or to agree to do so, without the written consent of Lender being first obtained.

(11) **Prepayment Charge.** Should any note or obligation secured hereby provide any fee for prepayment of any of the indebtedness secured hereby, to pay said fee notwithstanding Borrower shall have defaulted in any obligation secured hereby and Lender, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

(12) **Failure of Borrower to Comply with Mortgage.** Should Borrower fail to make any payment, or to do any act as provided in this Mortgage, or fail to perform any obligation secured by this Mortgage, or do any act Borrower agreed not to do, Borrower shall be in default under this Mortgage. Lender but without obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, and without contesting the validity or amount of the same, may (a) make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Lender being authorized to enter upon such property for such purposes, and (b) pay, purchase, contest or compromise any encumbrance, charge, or lien, which in its judgment is or appears to be prior or superior hereof, and (c) in exercising any such power pay necessary expenses. Borrower agrees to repay any amount so expended on demand of Lender.

(13) **Sums Advanced to Bear Interest and To Be Added to Indebtedness.** To pay immediately upon demand any sums advanced or paid by Lender or Borrower under any clause or provision of this Mortgage. Any such sum, until so repaid, shall be secured herein and bear interest from the date it was advanced or paid at the same rate as such indebtedness and shall be secured by this Mortgage.

(14) **Application of Funds.** Lender shall have the right at its sole discretion to direct the manner in which payments or proceeds shall be applied upon or allocated among the various items composing Borrower's indebtedness or obligations secured hereby.

(15) **Obligation of Borrower Joint and Several.** If more than one person is named as Borrower, each obligation of Borrower shall be the joint and several obligation of each such person.

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(30) **Future Advances.** Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus ~~20%~~ 30%.

(31) **Notice to Borrower.** Any notice to the Borrower provided for in the note or Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by the note at the time notice is given.

(32) **General Provisions.** (a) This Mortgage applies to, inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder including a pledgee of any note secured thereby, whether or not named as Lender herein. (c) Whichever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this agreement and shall not be used in construing it.

(33) **Adjustable Rate Mortgage Provisions.** Paragraphs 2 and 6 of the promissory note which this Mortgage secures are set forth below and incorporated herein:

"2. I agree that the interest rate on this Note will be adjusted on each Interest Rate Adjustment Date, as defined below, to be equal following such date until the next Interest Rate Adjustment Date, to the sum of (i) the most recently available monthly weighted average cost of funds of members of the Federal Home Loan Bank of San Francisco, as computed from statistics tabulated and published by the Federal Home Loan Bank of San Francisco (such monthly weighted average cost of funds being hereafter referred to as the "Index"); plus (ii) percentage points."

(i) **Interest Rate Adjustments.** Changes in the interest on this Note will become effective commencing on **APRIL 10, 1986**, and on the same date of each month thereafter, each of which dates is called an "Interest Rate Adjustment Date". No adjustment to the interest rate on any Interest Rate Adjustment Date shall result in an interest rate that is greater than **15.250** % per annum or less than **5.250** % per annum; provided, that following the date of transfer of the real property described in the Mortgage identified below that occurs subsequent to **APRIL 10, 1986**, adjustments to the interest rate on any subsequent Interest Rate Adjustment Date shall not result in an interest rate that is more than 5 percentage points greater or less than the interest rate in effect at the time of such sale or transfer.

(ii) **Payment Adjustment.** The monthly payment amount shall be adjusted on **NOVEMBER 10, 1986** and on the same date each 12th month thereafter, each of which dates is called a "Payment Adjustment Date". If an interest rate change has been made on an Interest Rate Adjustment Date, the amount of the regular monthly principal and interest payment will be adjusted on the next Payment Adjustment Date so as to be sufficient to amortize the remaining principal balance as of the Due Date. Except as provided below, during the 12 month period following the date of this first monthly payment and during each 12 month period thereafter, each of which 12 month period is called a "Loan Year", no increase or decrease in a monthly payment will be greater than 2% of the amount of the first regular monthly payment in the case of the first Loan Year, or by the amount of the last regularly scheduled payment of the immediately preceding Loan Year in the case of each Loan Year after the first Loan Year.

(iii) **Principal Balance Adjustments.** If an adjustment to the interest rate results in a monthly payment being less than the amount of interest accrued for a month either because of an interest rate adjustment or because of the 2% limitation on increases or decreases in the monthly payment amount, such accrued but unpaid interest will be added monthly to the unpaid principal balance and will bear interest at the interest rate that is from time to time payable on this Note. Notwithstanding any other provisions of this Note, including the 2% limitation contained in the preceding sub-paragraph (ii), commencing on **NOVEMBER 10, 1990** and on the same date every five years thereafter,

the amount of the regular monthly principal and interest payments on this Note will be adjusted to be sufficient so as to amortize the remaining principal balance as of the Due Date at the then current rate of interest. Such interest will remain in effect until the Due Date.

(iv) **Waiver of Increase.** Interest rate increases on each Interest Rate Adjustment Date are at the holder's option, but the holder does not have a permissible interest rate increase in whole or in part. This will not constitute a waiver of the holder's right later to increase such amounts, subject to the other provisions of this Note.

(v) **Alternative Index.** If at any time during the term of this Note, the Index and lender available or otherwise unpublished, the holder may select an alternative published index over which the holder has no control, of which one such alternative index will become the Index and the interest rate on this Note will thereafter vary in relation to the alternative index.

(vi) **Note on Notice of any Change in the Interest Rate or Amount of the Regular Monthly Installment.** shall be deemed given by the holder when deposited in the United States mail, postage prepaid, addressed to the maker or to the person(s) to whom the holder's records as trustee at the time of giving notice.

"6. The principal amount due on this Note may be prepaid in whole or in part at any time."

U.S. NO. U931365

Sally J. Baker *John C. Clark*

Sally J. Baker _____

Borrower *Borrower*

Borrower *Borrower*

State of Illinois

Clark

County of

I, THE UNDERSIGNED

SALLY J. BAKER, A SPINSTER

personally known to me to be the same person(s) whose name(s) _____ is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as _____ for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19_____. *John C. Clark*

My commission expires *5/31/87*

I, a Notary Public in and for said county and state, do hereby certify that

the foregoing instrument was subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as _____ for the uses and purposes therein set forth.

STATE OF ILLINOIS

58, Rd 12 S, 100
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