

UNOFFICIAL COPY

FORM 4111

DOCUMENT NO.

STATUTORY FEDERAL TAX LIEN SEARCH

123669

PRESENT PARTIES IN INTEREST:

Vasif Mitevi

MARIA

DATE OF SEARCH:

774608

RESULT OF SEARCH:

None

3-13-90

INTENDED GRANTEEES OR ASSIGNEES:

~~None~~

RESULT OF SEARCH:

None

SEARCHED INDEXED
SERIALIZED FILED
MAR 13 PM 12:42

IDENTIFIED
No.
Department of Treasury Titles
CAROL MOSELEY BRAUN
R.E.I.

Property of Cook County Clerk's Office

58-58-1

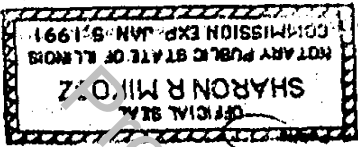
UNOFFICIAL COPY

3865812
IN DUPLICATE

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3855312



Deliver duplicate Trust
Deed to _____
Address _____
Notified _____
R.E.I. _____

REAL ESTATE INDEX GROUP
1820 Ridge Avenue
Evanston, IL 60201
Order # 113-241

1990 MAR 13 PM 1:21
CAPL MO...
REGISTRAR...

Given under my hand and official seal, this 10th day of February, 1990
My Commission expires: _____

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Tobit Mitrol, HIS WIFE, personally known to me to be the true person(s) whose name(s) ... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he ... signed and delivered the said instrument as, etc., free and voluntary act, for the uses and purposes therein set forth.

State of Illinois, County of Cook
Marta Mitrol
Tobit Mitrol

By signing below, 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.

- Other(s) [specify]
 - Graduated Payment Rider
 - Adjustable Rate Rider
 - Condominium Rider
 - 2-4 Family Rider
 - Planned Unit Development Rider
23. 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 such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
21. 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 recording costs.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorney's fees and costs of title evidence.
19. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument but not prior to acceleration under paragraphs 12 and 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 after the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default ... or before the date specified in the notice may result in acceleration of the sums 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 assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at 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 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's written agreement or applicable law.

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

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

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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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, as 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 referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not constitute a waiver of the ability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason 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 or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound. Joint and Several Liability. Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the 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) is co-signing this Security Instrument only in mortgage, grant and conveyance; (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 that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice of 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 Security 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 conformed copy of the Note and of this Security Instrument. Note are declared to be severable.

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 natural person) 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 invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due, under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure 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 reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstatement shall not apply in the case of acceleration under paragraphs 13 or 17.

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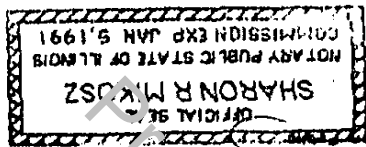
3855812

3855812

CAROL NICOLE
REGISTRAR
MAR 13 PM 1:27

Deliver duplicate first
Deed to _____
Address _____
Notified _____
R.E.I.

REAL ESTATE INDEX GROUP
1820 Ridge Avenue
Evanston, IL 60201
Order # 113-941



Sharon R. Mikosz

3855812

My Commission expires:

Given under my hand and official seal, this 10th day of February, 1990

set forth.

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the X

personally known to me to be the same person(s) whose name(s) are

do hereby certify that Josif Mitrol and Maria Mitrol, HIS WIFE

I, the undersigned, a Notary Public in and for said county and state,

STATE OF ILLINOIS, County of _____

Maria Mitrol
Maria Mitrol
(Seal)
Borrower

Josif Mitrol
JOSIF MITROL
(Seal)
Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

- Adjustable Rate Rider
 - Graduated Payment Rider
 - Other(s) (specify)
 - Condominium Rider
 - Planned Unit Development Rider
 - 2-4 Family Rider
23. 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 such 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 or checkable box(es))
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
21. 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 recordation costs.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of title evidence.
19. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument but not prior to acceleration under paragraphs 13 and 17 and (d) that failure to cure the default, or before the date specified in the notice may result in acceleration of the sums 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 assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

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ILLINOIS - 1st Family -
BLOCK FORM 141REV 10/78

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right in mortgage, grant and convey the Property, that the Property is unincumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Taxation with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate (if this Mortgage is on a leasehold) are herein referred to as the "Property";

which has the address of 420, Perry St., Chicago, Ill. 60609 (State and zip code);
Lender, 50090 (State and zip code);
Lender, 50090 (State and zip code);
Lender, 50090 (State and zip code);

Property of Cook County Clerk's Office

3865812

PIN: 03-12-113-019

as Document Number 1798636.
in the Office of the Registrar of Deeds of Cook County, Illinois, on May 29, 1958,
Mortgage and Part of the Northwest Quarter (1) of Section 12, Township 42 North,
Range 11, East of the Third Principal Meridian, according to plat thereof registered
in Block eight (8) in Meadowbrook Unit No. 3, a subdivision of part of the North
Half (1) of Section 11, Township 42 North, Range 11, East of the Third Principal
Meridian and Part of the Northwest Quarter (1) of Section 12, Township 42 North,
Range 11, East of the Third Principal Meridian, according to plat thereof registered
as Document Number 1798636.

TO SECURE TO LENDER the repayment of the indebtedness evidenced by the Note, with interest thereon, the pay-
ment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mort-
gage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby
mortgage, grant and convey to Lender the following described property located in the County of Cook, Illinois:

Whereas, Borrower is indebted to Lender in the principal sum of seven thousand, eight hundred and eighty
dollars, which indebtedness is evidenced by Borrower's Note, dated February 10, 1990, (herein "Note"), providing for monthly installments of principal and
interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 12, 1995.

THIS MORTGAGE is made this 10th day of February, 1990, between the Mortgagee, First National Bank, Chicago, Illinois, and the Mortgagor, Mrs. Mildred J. Miller, who address is 350 E. Dundee Rd., Dundee, Ill. 60009, (herein "Lender").

MORTGAGE

This instrument was prepared by:
Tancy Keppel
Cole, Taylor, Bank, 150 E. (Home) Dundee Rd.
Wheeling, IL 60090
(Address)

3865812

MAIL TO

RE TITLE SERVICES # 213-241

NOTE IDENTIFIED