

Borrower certifies that Borrower is lawfully entitled to the certificate hereby conveyed and has the right to mortgage it.

TOOTHTHER WITH ALL THE IMPROVEMENTS NOW AT HIS DISPOSAL IS NOW A HOLLOW SHELL OF ITS PREVIOUS STATE, AND ALL ITS APPROPRIATE FEATURES, RUGALICES, MILITARIES, OIL AND GAS RIFLES AND PROTEITS, WATER, WATER RIGHTS, AND WATER TURCK, AND ALL OTHER FEATURES WHICH ARE HEREFARER ATTACHED TO THE PROPERTY, ALL OF WHICH, INCLUDING REPLACEMENTS AND ADDITIONS THEREON, SHALL BE DEEMED TO BE AND REMAIN A PART OF THE PROPERTY, ALL OF WHICH, INCLUDING REPLACEMENTS AND ADDITIONS THEREON, SHALL BE PROPERLY (OR THE LEASORSHOLD CERTIFICATE IF THIS MORTGAGE IS ON A LEASCHOLD) ARE HELD IN REFERRED TO AS THE "PROPERTY".

ILLINOIS ..... (herein "Property Address")!  
..... (State and Zip Code)

which has the address of ..... 7228 S. PHILLIPS ..... CHICAGO ..... IOWA

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11

(Digitized by srujanika@gmail.com)

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TO SECURE TO [encl] (a) THE REPARATIONS OF THE INDEBTS OF THE REPUBLIC OF THE  
SAYAMENT OF ALL OTHER SUMS, WHICH INTERESTS THEREON, ADVANCED IN ACCORDANCE HEREWITH TO PROTECT THE  
MATERIALS, AND THE PERFORMANCE OF THE COVENANTS AND AGREEMENTS OF BORROWER HEREIN CONTAINED, AND (b) THE  
FUTURE ADVANCES, WITH THE REST OF THE COVENANTS, MADE TO BORROWER BY LENDER TO PARAGRAPH 21 HEADING  
OF ANY FUTURE ADVANCES, WITH THE REST OF THE COVENANTS, AND AGREEMENTS OF BORROWER HERELIN CONTAINED, AND (c)  
SECURED IN THE COUNTY OF ..... (CITY) ..... STATE OF ILLINOIS:  
THE SOUTH 50 FEET OF LOT 9 (EXCEPT THE WEST 113 FEET THEREOF AND EXCEPTING  
THREE-FORTHS THAT PART TAKEN FOR THE OPENING OF BISSELL AVENUE) IN DIVISION  
4 OF THE SOUTH SHORE SUBDIVISION IN SECTION 30, TOWNSHIP 38 NORTH, RANGE  
15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS  
PERMANENT TAX ID# 21-30-104-011  
COMMONLY KNOWN AS 7228 S. PHILLIPS AVENUE, CHICAGO, ILLINOIS

WHEREAS, Borrower is indebted to Lender in the principal sum of, (\$3,500.00) THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS, which indebtedness is evidenced by Borrower's note dated, JUNE X, 1991, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on, AUGUST 1, 1994.

THIS MORTGAGE is made this 13TH day of JULY 1941, between the Mortgagor, CHARLOTTE ALEXANDER, and the Mortgagee, THE SOUTH SHORE BANK OF CHICAGO (herein "Borrower"), and the Mortgagee, THE SOUTH SHORE BANK OF CHICAGO (herein "Lender").

Witnessed and acknowledged before me this 13TH day of JULY 1941, Jefferson Avenue No. 704-A, Chicago, Illinois 60649 whose address is a corporation organized and existing under the laws of ILLINOIS.

## MORTGAGE

This instrument was prepared by  
JULIANA ALMAGUER  
7954 S. JEFFREY BLVD.  
(name)  
(name)

0812862

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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. 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 US \$.....

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREBY, Borrower has executed this Mortgage.

*Charlotte Alexander*

Charlotte Alexander

Borrower

Borrower

STATE OF ILLINOIS.....Cook.....County as:

I, ..... Mary C. McIntyre, a Notary Public in and for said county and state, do hereby certify that ..... Charlotte Alexander, *Divorced Not Since Remarried*, ..... is, ..... 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 . . . he . . . signed and delivered the said instrument as . . . her . . . free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this . . . 13 . . . day of . . . July . . . 19 . . . 91 .

My Commission expires:

*Mary C. McIntyre*

Notary Public



(Space Below This Line Reserved For Lender and Recorder)						
Fees	Deed to	Address	Title	Permitting by		
Planned Development	Deed to Robert S. Shaw 77 W. Washington Chicago IL	U.S. Bank Duplicate Trust	RECORDED CAROL MOSELEY BRAUN REGISTRAR OF DEEDS DUPLICATE	3982180	3982180	2 1285968
Planned Development	Deed to Robert S. Shaw 77 W. Washington Chicago IL	U.S. Bank Duplicate Trust	RECORDED CAROL MOSELEY BRAUN REGISTRAR OF DEEDS DUPLICATE	3982180	3982180	2 1285968

1991 JUL 23 PAGE 53  
CAROL MOSELEY BRAUN  
REGISTRAR OF DEEDS  
DUPLICATE

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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

In the event of total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to foreclose or forego the Property or to the sums secured by this Mortgage.

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

**10. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**15. Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

**18. Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

**19. Borrower's Right to Reinstatate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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07/06/2000

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6. Preservation and Maintenance of Property: Lender shall Complainant's interest in Goodwill and shall not commit waste or permit impairment of the property shall keep the property in good condition and shall not commit waste or permit impairment of the property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium unit or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of condominium or a planned unit development, Borrower shall cooperate with the other unit owners and shall assist them in the administration of the condominium or planned unit development. If this Mortgage is on a unit in a condominium unit or a planned unit development, the Borrower shall assist the other unit owners in the administration of the condominium or planned unit development.

United States leaders and Borrower otherwise agree in writing, any such application of proceeds to prime purposes shall not extend or affect in any manner the liability of the Borrower under this Agreement.

Unless Lesnder and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or replace damaged property, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage is damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired, the insurance proceeds shall be applied to repair or replace the damage to the property or to repair or replace the damaged property, whichever is less expensive.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereon and Borrower shall promptly notify Lender all renewals notices and all receipts of paid premiums. In the event of loss, Borrower shall promptly turnish to Lender all evidence certifying and Lender. Lender may make proof of loss if not made promptly.

The insurance carrier providing the insurance shall be chosen by the insured, provided such approval shall not be unreasonably withheld. All premiums or insurance subject to approval by Lender, shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Barrister making payment, when due, directly to the provider of insurance.

3. **Applicability of Privileges.** Unless applicable law provides otherwise, all payments received by Leader under the Note and paragraphs 1 and 2 hereof, shall be applied by Leader first in payment of amounts payable to Leader by Borrower under the Note and paragraphs 1 and 2 hereof, then to the principal of the Note, and then to interest and any future advances.

shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums received by this Mortgage.

Upon payment in full of all sums secured by this Mortgagee, Lender shall promptly refund to Borrower any Funds held by Lender.

Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

held by Leander who will not be summoned to pay taxes, assessments, insurance premiums and ground rents as they fall due.

If the amount paid of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of each successive payment and provided that such shall exceed the amount required to pay said interest.

purposes of which each debti to the Funds was made. The Funds are pledged as additional security for the sums secured from time to time over without charge, in manner secording to the funds showing credits and debits to the funds and under by the Master.

Mergers such interest on the Fund's part to Borrower, and others such Agreements as may be required to be made or performed by Borrower any interest or earnings on the Funds.

or very little and fulfilling said agreements and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this

state agency (including Lender if Lender is such an institution). Lender may not charge for so holding and applying the Funds, analyzing said account or premium and ground rents. Lender shall apply the Funds to pay said taxes, assessments,

The Funds shall be held in an institution the depositors of which are insured by a Federal or State authority.

Metragage, and ground rents on the Property, if any, plus one-twelfth of yearly premium instalments for hazard insurance plus one-twelfth of yearly premium instalments for liability insurance as well as reasonable expenses incurred in connection therewith.

10 Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full.

independent entities videinanced by the Note, prepayments which may be made prior to the maturity date shall not be subject to any charge as provided in the Note, and the principle of and interest on any Future Advances secured by the Mortgage.

Большой зал для приемов и выставок, а также конференций.