

UNOFFICIAL COPY

4004701

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 15, 1990. The mortgagor is ROBERT D. SMITH, divorced and not since remarried ("Borrower"). This Security Instrument is given to NATIONAL BANK OF COMMERCE, which is organized and existing under the laws of Illinois, Comptroller of Currency, and whose address is 5500 St. Charles Road, Berkeley, Illinois, 60163 ("Lender"). Borrower owes Lender the principal sum of Sixteen Thousand, Seven Hundred Nineteen and 41/100 Dollars (U.S. 16,719.41). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 15, 1991. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the Village of Bellwood, Cook County, Illinois:

Lot 336 (except the East 20 feet thereof dedicated for public alley) in Cummings and Foreman's Real Estate Corporation subdivision of part of Miami Park, a Subdivision in the West 1/2 of Section 9, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No. 15-09-300-004-0000

NOTE IDENTIFIED

4004701

AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED

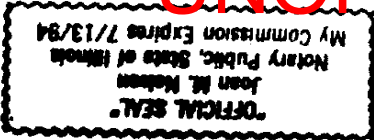
which has the address of 327 Mannheim Road Bellwood, Illinois 60104 ("Property Address");
(Street) (City) (Zip Code)

TOGETHER 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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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Phone: (708) 547-5500
Berkeley, Illinois 60163
5500 St. Charles Road
National Bank of Commerce
Joan M. Nelson

THIS DOCUMENT PREPARED BY, AND MAIL TO:

My Commission expires: 7/13/94

Given under my hand and official seal this 15th day of November 1990

set forth

signed and delivered the said instrument as his 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 he

personally known to me to be the same person(x) whose name(x) is

divorced and not since remarried

in and for said county and state.

2/505765
IN DUPLICATE

40047011

701104

Address Promised Deliver Address

ROBERT D. SMITH
ROBERT D. SMITH
ROBERT D. SMITH
ROBERT D. SMITH

Address Promised Deliver Address

JEFFREY E. MAREK
JEFFREY E. MAREK
JEFFREY E. MAREK
JEFFREY E. MAREK

Address Promised Deliver Address

CLARK
CLARK
CLARK
CLARK

Address Promised Deliver Address

MAIL TO
Jeffrey E. Marek
Attorney at Law
5544 St. Charles Road - #400
Berkeley, Illinois 60163

[Space Between This Line for Acknowledgment]

(Seal)
Borrower

(Seal)
Borrower

ROBERT D. SMITH
Robert D. Smith

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.

(Others) (Specify)

Graduated Payment Rider

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Planned Unit Development Rider

Instrument. (Check applicable box(es))

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.

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

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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 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. Any rents collected by Lender or the receiver shall be applied first to payment of the receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 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 from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the 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.

40047011

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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 and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections 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, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender 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 operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any 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 of 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 to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without 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 sums 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 17.

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 to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this 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.

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 Reinstate. 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 (or 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 reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

40017031

Smith, Robbie Z.
2605 S. Indiana Ave.
Doc. 90090472

Chgo., IL.
\$2,263.31

2/27/90

Smith, Robert W. & Heather R.
3118 Redwood Ct.
Doc. 89595223

Flossmoor, IL.
\$20,192.56

12/1

Smith, Robert D.
3842 W. Congress Pky
Doc. 90119379

Chgo., IL.
\$2,953.71

[Handwritten Signature]
3/19/90

Smith, Robert F.
Smith Marine Inc.
4208 Forest Ave.
Doc. 90208304

Western Springs, IL.
\$93,817.58

5/7/90

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Smith, Robert W. & Donna M.
10068 Holly Lane
Doc. 90544629

Des Plaines, IL.
\$2,691.17

11/8/90

Smith, Robert W. & Kathlyn
1330 Robinhood Dr.
Doc. 91028571

Elgin, IL.
\$37,833.65

1/18/91

Smith, Bobby
3236 W. Wrightwood
Doc. 91036288
Doc. 91036287

Chgo., IL.
\$11,211.33
\$5,083.75

1/24/91
1/24/91

Smith, Robert W. & Donna M.
7325 W. Roscoe
Doc. 91116976

Chgo., IL.
\$2,407.17

3/15/91

Smith, Robert F.
4208 Forest Ave.
Doc. 91130751

Western Springs, IL.
\$153,218.79

3/25/91

Smith, Robert T. & Lorel D.
5338 Canfield
Doc. 91229513

Norwood Park, IL.
\$2,733.89

5/15/91

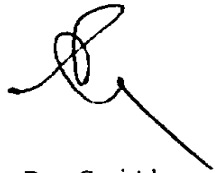
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FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois }
County of Cook } ss.



Robert D. Smith

being duly sworn, upon oath states that he

is 52 years of age and

1. has never been married
2. the widow(er) of _____

3. married to _____

said marriage having taken place on _____

4. divorced from Jeanine C. Smith

date of decree December 6, 1966

case # 66 D 12226

county & state Cook County, Illinois

Affiant further states that his social security number is 356-30-4553 and that there are no United States Tax Liens against him

Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
1971	Present	1606 N. 39th Avenue	Stone Park	Illinois

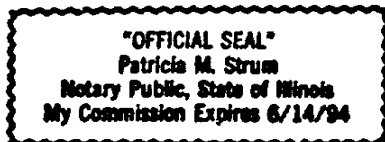
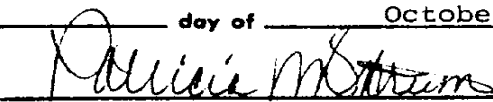
Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO.) CITY STATE
1987	Present	Retired		

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue his Torrens Certificate of title free and clear of possible United States Tax Liens.



Subscribed and sworn to me this 18th day of October, 1991



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NOTARY PUBLIC
Patricia M. Quinn
Notary Public, State of Illinois
My Commission Expires 01/20/24

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AFFIDAVIT OF LATE DELIVERY

MARY-JO MAREK, after being first duly sworn on oath, deposes and says as follows:

1. That she is the Vice President for the National Bank of Commerce and her principal duties include the making of Loans at the National Bank of Commerce.

2. That in that capacity, she is familiar with the Mortgage Loan made to Robert D. Smith a/k/a Bobby Smith on November 15, 1990.

3. That the Mortgage and Assignment of Rents dated November 15, 1990, have been in the possession of MARY-JO MAREK from the time said Mortgage and Assignment of Rents were executed to the present.

4. That the aforesaid documents were held by MARY-JO MAREK while the Federal Tax Lien Affidavit was obtained from the Mortgagor.

5. That the National Bank of Commerce, by and through its Vice President, MARY-JO MAREK, hereby agrees to hold the Registrar of Torrens Titles harmless from any and all claims, causes of actions or other matters which may arise as a result of the Mortgage and Assignment of Rents remaining in the custody of the National Bank of Commerce from the time they were first executed to the present.

Further, that the National Bank of Commerce, by and through its Vice President, MARY-JO MAREK, further agrees to indemnify the Registrar or Torrens Titles and hold her harmless from any and all costs which may be incurred by her

*Wanie beam seal refer to attached mortgage.

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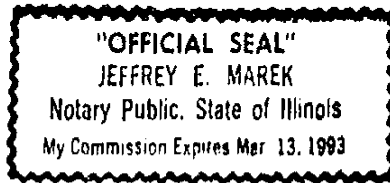
as a result of these matters being filed of record and delivered later.

Further affiant sayeth not.

NATIONAL BANK OF COMMERCE

By: Mary Jo Marek
MARY-JO MAREK,
Vice President

SUBSCRIBED AND SWORN TO
before me this 22nd day of
October, 1991.



Jeffrey E. Marek
NOTARY PUBLIC

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