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ILLINOIS - 1 to 4 Family - 6777 - ENHANCED UNIFORM INSTRUMENTS (8-2627-8)

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, 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.

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, 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 732 N. LOMARD AVENUE OAK PARK ILLINOIS 60302 (State and Zip Code) (herein "Property Address");

PN 16-05-311-005-0000

EXHIBIT "A"

LOT TWENTY (EXCEPT THE SOUTH 37 1/2 FEET THEREOF) (20) AND THE SOUTH TWENTY FIVE (25) FEET OF LOT TWENTY ONE (21) IN BLOCK FIVE (5) IN HOOKER'S SUBDIVISION OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Whereas Borrower is indebted to Lender in the principal sum of Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 10, 1970 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

THIS MORTGAGE is made this 10TH day of APRIL 1970, between the Mortgagor, HOWARD J. VASKOVSKY and BARBARA J. VASKOVSKY, HIS WIFE, CLYDE SAVINOS AND LOAN ASSOCIATION ("Borrower"), and the Mortgagee, THE STATE OF ILLINOIS, a corporation organized and existing under the laws of the State of Illinois, whose address is 7222 WEST CENNAH ROAD, NORTH RIVERSIDE, IL 60546 (herein "Lender").

MORTGAGE

This instrument was prepared by: VINCENT F. GIULIANO, RESIDENT COUNSEL 7222 WEST CENNAH ROAD (Name) NORTH RIVERSIDE, IL 60546

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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 WHEREOF Borrower has executed this Mortgage.

..... Howard J. Vaskovsky .....  
HOWARD J. VASKOVSKY - Borrower  
..... Barbara J. Vaskovsky .....  
BARBARA J. VASKOVSKY - Borrower

STATE OF ILLINOIS, REC'D ..... County ss:

I, FRANK A. LUKO, a Notary Public in and for said county and state, do hereby certify that HOWARD J. VASKOVSKY AND BARBARA J. VASKOVSKY, HIS WIFE 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 they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of April, 1979.  
My Commission expires: 3-24-80

.....  
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

1324908  
2-6542  
455  
7-26-50  
IN DUPLICATE  
BOX 974  
ST 50

3088945

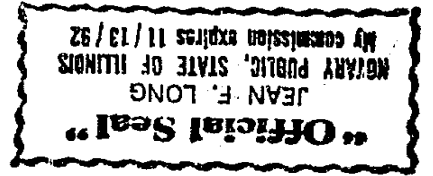
MAY 1 12 50 PM '79

3088945

TRUSTEES DEPARTMENT  
COMMERCIAL BANK  
FILED WITH RECORDER  
DELIVERY BOX 974  
51062-R IN BYRNES

MAIL TO:  
CLYDE SAVINGS & LOAN ASSOCIATION  
3722 W. CERMAK RD. NO. RIVERSIDE, ILL. 60546

4018022



Notary Public  
*Jean F. Long*

FEDERAL SAVINGS ASSOCIATION.

SPECIALIST IN CHARGE for RESOLUTION TRUST CORPORATION, as Conservator of CLYDE execute this document under Delegation of Authority by John L. Delagrang, 1991, by the above named individual who is authorized to The foregoing instrument was acknowledged before on this 1st day of

STATE OF ILLINOIS  
COUNTY OF COOK

ACKNOWLEDGEMENT

Title: SPECIALIST IN CHARGE

Name: JOHN L. DELAGRANG

By: *John L. Delagrang*

RESOLUTION TRUST CORPORATION,  
Conservator of CLYDE FEDERAL SAVINGS ASSOCIATION

1st OCTOBER 1991

IN WITNESS WHEREOF, this Assignment has been executed this day of

property in said mortgage as shown on attached Exhibit "A".

trust/ recorded or document number 3088945 covering the

any warranties, any interest the Assignor may have / in a mortgage/deed of

("Assignee", its successors and assigns without recourse and without

transfer, set over and convey to COSMOPOLITAN BANK AND TRUST

SAVINGS ASSOCIATION, for value received does hereby grant, sell, assign,

The RESOLUTION TRUST CORPORATION, as Conservator of CLYDE FEDERAL

Office of Title Supervision dated February 1, 1990.

FEDERAL SAVINGS ASSOCIATION, pursuant to Resolution Order 90-275 of the

The RESOLUTION TRUST CORPORATION was appointed conservator of CLYDE

ASSIGNMENT OF MORTGAGE

801 N. CLARK STREET  
CHICAGO, IL 60610-3287

COSMOPOLITAN BANK AND TRUST

MAIL TO:

101341

01-10-510628  
CUT # 1329908

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DUPLICATE

203

NOV 10 52

Y. BRAUN  
CLERK

REGISTRATION  
CAROL MOSES  
DEC 22 1991

12.12.91

1345401  
201

Comptroller Bank Street Co  
80 N. Dearborn St  
Chicago, IL  
60610

Property of Cook County Clerk's Office