

UNOFFICIAL COPY

04058074

MORTGAGE

If box is checked, this mortgage secures future advances.

DEPT-01 RECORDING \$31.50
T40511 TRAN 5026 12/20/94 11:48:00
33714 RV *--04--058074
COOK COUNTY RECORDER

THIS MORTGAGE is made this 16TH day of DECEMBER, 1994, by MICHAEL G. CLARK AND ELIZABETH M. CLARK, HIS WIFE, IN JOINT TENANT Mortgagee,
herein "Borrower", and Mortgagee HOUSEHOLD BANK, F.S.B.
whose address is 4050 W 147TH ST, MIDLOTHIAN, IL 60445
herein "Lender".

The following paragraph preceded by a checked box is applicable.

WHEREAS, the land trust beneficiary of the Borrower is indebted to Lender in the total sum of _____, evidenced by Borrower's Loan Agreement dated _____ and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (hereinafter "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payment in accordance with the contract rate of _____, and that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on _____;

WHEREAS, the land trust beneficiary of the Borrower is indebted to Lender in the total sum of 70,400.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Agreement dated DECEMBER 16, 1994 and extensions and renewals thereof (hereinafter "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments to the rate if that rate is variable, and providing for a credit limit stated in the principal schedule of 13,624.65 advance of _____;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to provide for the security of the Mortgage; and (4) the performance of covenants and agreements of Borrower herein contained, Borrower does hereby grant, convey, and assign to Lender and Lender's successors and assigns the following described property located in Cook County of Illinois:

which has the address of 7301 W 127TH ST, PALOS HEIGHTS, ILLINOIS
(Street) (City) (State)
60463 (herein "Property Address");
(Zip Code)

CONTINUED ON ATTACHED EXHIBIT A

3/20/95

PROPERTY ADDRESS E1013536X

04058074

PROPERTY ADDRESS

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which 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 hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest at Variable Rates.** This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments 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 Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender 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 secured by this Mortgage.

3. **Application of Payments.** All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. **Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Development.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property or comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall be an additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained herein shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may take or cause to be made reasonable entries upon and inspections of the Property. Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor relating to the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, resulting from condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement having priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower, or release, in any manner, the liability of the original Borrower and Borrower's successors in interest, or commencement of proceedings against such successor or failure to extend time for payment or other modification of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest, or forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded to Borrower, shall not preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower under the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be binding on any person who signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not a co-signer, and (c) agrees that Lender and any other Borrower hereunder may modify or make any other accommodations with regard to the terms of this Mortgage or the Note without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) all notices provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail to the Property Address or at such other address as Borrower may designate by notice to Lender, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as may be designated 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.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the State of Illinois in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to the extent such law is applicable. If any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall be resolved in favor of such conflict, and the provisions of this Mortgage or the Note which can be given effect without the conflicting provisions shall survive. All provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "fees" shall include all costs, expenses, and fees, including reasonable attorney's fees, incurred in connection with the execution of this Mortgage.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and Mortgage upon recording hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any loan agreement which Borrower enters into with Lender, including any loan agreement for improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims, or defenses which Borrower may have against parties who supply labor, materials or services in connection with any loan agreement made to the Property.

16. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest in the Property, (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, bequest, or inheritance, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative of Borrower, or

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property or comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

Mortgage, or if Lender's option, and take such

action, shall become an additional indebtedness of payment, such as provided in this paragraph 7

action, provided that Lender's interest in

connection with any security assigned and a lien which has

modification of the sums secured by this Mortgage shall not operate to release the original Borrower and Borrower's successors in interest. Any modification of the sums secured by this Mortgage shall not be a waiver

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the Borrower, (f) a transfer where the spouse or children become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) A transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered 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 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 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 give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 nonexistence 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 attorneys' fees and cost of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage; if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note 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 17 hereof, including, but not limited to, reasonable attorneys' 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.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. 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.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Michael B. Clark

Borrower

Beth Clark

- Borrower

STATE OF ILLINOIS, Cook County ss:

JUDY Weston, a Notary Public in and for said county and state, do

certify that

Michael Clark Beth Clark

instrument,

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

ment as

appeared before me this day in person, and acknowledged that they signed and covered the

free free voluntary act, for the uses and purposes therein

Given under my hand and official seal, this 16th day of December, 1994

My Commission expires:

Judy Weston
Notary Public

This instrument was prepared by

Judy Weston

408 W 147-
(Address)

(Space below This Line Reserved For Lender and Receiver)



Return To:
Household Bank
Stars Central
577 Lamont Road
Elmhurst, IL 60120

04058074

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EXHIBIT A (PAGE 1)

LOT 26 IN PALOS WOODS, A SUBDIVISION OF THE NORTH 40 ACRES
OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.
TAX# 23-36-202-010
ORDER# E1013686X

Property of Cook County Clerk's Office

PROPERTY

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