

① CITICORP SAVINGS UNOFFICIAL COPY 85293657

This instrument was prepared by:  
KATHERINE BURGE 7

(Name)  
801 DAVIS ST., EVANSTON IL 60204  
(Address)

## MORTGAGE

THIS MORTGAGE is made this . . . 12th . . . day of . . . NOVEMBER . . . . .  
19 . . . 85 . . . between the Mortgagor . . . RICHARD J. MAREK & LINDA J. BROWN MAREK, HIS WIFE . . . . .  
. . . . . (herein "Borrower"), and the Mortgagee, Citicorp Savings  
of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United  
States, whose address is Citicorp Savings of Illinois, 1. South Dearborn, Chicago, IL . . . . .  
60603----- (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$44,100.00 . . . . .  
which indebtedness is evidenced by Borrower's note dated November 12, 1985 . . . . . and extensions and renewals  
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness,  
if not sooner paid, due and payable on December 1, 2000 . . . . .

TO SECURE to Lender 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, Borrower does hereby mortgage, grant  
and convey to Lender the following described property located in the County of COOK . . . . ., State of  
Illinois:

Lots 31 and 32 in block 2 in Gregory's subdivision of the South ½ of Lots  
26, 27, and 28 in Baxters subdivision of South Section of Quilmette  
Reservation in section 34, Township 42 North, Range 13, East of the third  
Principal Meridian, in Cook County, Illinois.

C-12034  
Permanent Tax No. 05-34-412-002. *R. J. M.*

85293657  
Cook County Clerk's Office

which has the address of . . . 124 Sixth Street . . . . . Wilmette . . . . .  
[Street] [City]  
Illinois . . . . . 60091 . . . . . (herein "Property Address");  
[Zip Code]

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 seised 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.

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FORM 282-A

85293657

(Space Below This Line Reserved for Lender and Recorder)

DEPT-C RECORDING  
141111 ROOM 4905 11/22/85 11:32:00  
13.00 #7877 # \* \* \* \* 85-293657

Box 169

6-5-A9

My Commission expires: 11/6/85

Given under my hand and official seal, this 12th day of November 1985.

I, J. J. Schwalbe, Notary Public in and for said county and state, do hereby certify that Richard J. Mattek, and Linda J. Brown, Metek, HSA, wife personally known to me to be the same persons whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that, I, the X, signed and delivered the said instrument as free voluntary act, for the uses and purposes herein set forth.

STATE OF ILLINOIS, COOK COUNTY CLERK'S OFFICE

LINDA J. BROWN MARK

RICHARD J. MATTEK

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

## MORTGAGES OR DEEDS OF TRUST AND FORECLOSURE UNDER SUPERIOR REQUEST FOR NOTICE OF DEFALUT

Upon execution under paragraph 17 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 fees, premiums on reversion, and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to bonds and responsible 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.

22. Management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on reversion, and reasonable attorney's fees, shall be applied first to payment of fees, premiums on reversion, and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to bonds and responsible for those rents actually received.

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**10. Borrower Not Released by Forbearance.** By Lender Not in Waiving, Extension or 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. 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.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and 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) any notice to Borrower provided for in this Mortgage shall be given by delivering it or 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 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.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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 this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. 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.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, 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 improvements made to the Property.

**16. Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, 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, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such action 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 costs 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 or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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ment within a lien which has priority over this Mortgage; and Lender's interest in any other security interest or right held by Lender in the Property, or part thereof, or for conveyance in lieu of condominium, are hereby assigned and shall be paid to Lender in satisfaction of any other security interest or right held by Lender 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 condominium, are provided that Lender's interest shall have priority over this Mortgage; and Lender's interest in any other security interest or right held by Lender in the Property.

8. **Lienoffset.** Lender may make cause to be made reasonable expense to take any action necessary to protect his interest upon and inspectioins of the Property.

Nothing contained in this Paragraph 7 shall be payable upon notice from Lender to Borrower regarding payment in other terms of payment, such amounts shall be payable upon notice from Lender to Borrower and Lender agrees to other become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other

Borrower's and Lender's written agreement to apply this Paragraph 7, with interest thereon, in the Note rate, shall

maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with insurance as a condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to reasonably attorney fees, and take such action to protect Lender's interests. It includes reasonable attorney fees, including Lender, at Lender's option, upon notice to Borrower, may make such arrangements, disburse such sums, including Mortgage, or if any action or proceeding fails to commence within fifteen days after notice in the Property, then

Mortgage, or if the sums disbursed by Lender pursuant to this Paragraph 7, with interest thereon, in the Note rate,

7. **Protection of Lender.** Security. If Borrower fails to perform the covenants and agreements contained in this

clauses of the condominium or planned development unit development, and constiutent documents, the by-laws and regula-

tions of a condominium or planned development unit development, Borrower shall perform all of Borrower's obligations under the condominium or planned development unit development, if this Mortgage is on a leasehold, or to the date

of the sum secured by this Mortgage, or if Borrower fails to respond to Lender within 30 days from the date

authorized by Lender to Borrower, or if Borrower fails to settle a claim for insurance benefits, Lender is entitled to collect and apply the insurance proceeds at Lender's option either to restore it, or to the date

or to the date the Property is abandoned by Borrower.

In the event of loss of title, Borrower shall give prompt notice to the insurance carrier and Lender may make

or other security over this Mortgage, subject to the terms of any mortgage held by Lender in favor of Lender, deed of trust

Lender shall have the right to hold standard mortgage clause in favor of and in a form acceptable to Lender,

acceptable to Lender and shall not be unreasonable withheld. All insurance policies and renewals hereof shall be in a form

that such approval shall be chosen by Borrower subject to approval by Lender; provided,

The insurance carrier providing the insurance shall be liable under the Note, and then to Lender by Lender,

may require and in such amounts and in such periods as Lender may require.

3. **Hazard Insurance.** Borrower shall keep the insurance now existing or hereafter erected on the Property

insured against losses by fire, hazards included within the term "standard coverage", and such other hazards as Lender

includes any mortgage, deed of trust or leasehold payments or ground rents, if any.

4. **Prior Mortgages and Deeds of Trust.** Liens. Borrower shall perform all of Borrower's obligations

under any mortgage, deed of trust or other securities, except to the extent of amounts payable to Lender by

Borrower under Paragraph 2 hereof, then to Lender first in payment of amounts payable to Lender by

the Note and paragraphs 1 and 2 hereof, and then to Lender last in payment of amounts payable to Lender by

3. **Applicability of Payments.** Unless a applicable law provides otherwise, all payments received by Lender under

held by Lender at the time of acquisition of the sum secured by this Mortgage, any Funds

held by Lender, if under prior payment is sold or the Property is otherwise acquired by Lender, any Funds

upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

Lender may require.

If the amount of the Funds held by Lender together with the future monthly installments of Funds payable to Lender as

they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more

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.

Under any mortgage, deed of trust or leasehold payments or ground rents, assessments and other charges,

including Borrower's covemants 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.

If the deficiency is paid by Lender, the same shall be paid to Lender by Lender.

The Funds shall be held by Lender at the time of acquisition of the sum secured by this Mortgage, any Funds

held by Lender, if under prior payment is sold or the Property is otherwise acquired by Lender, any Funds

held by Lender, unless such agreement is made or applicable law requires such interest to be paid, Lender not be required to pay

Borrower any interest on the Funds and shall be held by Lender until the note is paid to Borrower, and

unless such agreement is made or applicable law requires such interest to be paid to Borrower, and Lender

pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender

and applying the Funds, analyzes said account of varying and compliting said assessments and bills, unless Lender

the Funds to pay valid taxes, assessments, insurancce premiums and ground rents, Lender may not charge for so holding

the Funds held by a Federal or state agency including Lender in an institution the depositories or accounts of which are

deed of trust if such holder is an institutional lender.

Such payments of the Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or

Lender on the basis of assessments and bills and reasonable estimate of time by

premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by

Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly

planned unit development assessments, if any) which may attain priority over this Mortgage and ground rent on the

in full, a sum herein ("Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay

imbeddedness evidenced by the Note and late charges as provided in the Note.

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal and interest