UNOFFICIAL COPY Was pape pared by

85342160

JEAN ZALESNY #2101
411 N. SEYMOUR ST., MUNDELEIN, IL.60060
(Address)

MORTGAGE

6TH DECEMBER
THIS MORTGAGE is made this day of day of day of ARTHUR SMALL, UNMARRIED ARTHUR SMALL, UNMARRIED
(herein "Borrower"), and the Mortgagee.
BANK OF MUNDELEIN a corporation organized and existing under the laws of the State of Illinois whose address is 411 N. SEYMOUR ST., MUNDELEIN, IL 60060
(herein "Lender").
WHEREAS. Porrower is indebted to Lender in the principal sum of U.S. \$ 5,150.00 which indebted sess is evidenced by Borrower's note dated DECEMBER6TH, 1985 and extensions and renewal 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 10TH, 1990
To Secure to Lond's the repayment of the indebtedness evidenced by the Note, with interest thereon; the paymen of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the cover, and and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of

LOT 14 IN BLOCK I IN BOWENS RIVERDALE SUBDIVISION OF THE S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 34, TOWNSHIP 37 N., KANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCOOK COUTNY, ILLINOS.

PROPERTY TAX ID# 25-34-1(3-C18.49.W)

Show Clarks Office

85342160

which has the address of	358 EAST 134TH STREET	CHICAGO
60627	(Street)	[City]
Illinois	(herein "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 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.

STATE OF THE STATE

Page 2 of 4 Meins in vitroliq san nich mei a die wir the M

nereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreeany condemnation or other taking of the Property, or part thereof, or for conveyance in iteu of condemnation, are

related to Lender's interest in the Property.

9. Consequential, in connection with provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor

done Lender may make or cause to be made reasonable entries upon and inspections of the Property,

Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. erms of payment such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. become additional indebtedness of Borrower-secured by this Mortgage. Unless Borrower and Lender agree to other

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall Borrower's and Lender's written agreement or applicable law.

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 reasonable attorneys, fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including Mostgage, or it any action or proceeding is commenced which materially affects Lender's interest in the Property, then

Protection of Lender's Security. If Borrower fails to perform the coverants and agreements contained in this tions of the condominium or planned unit development, and constituent documents.

declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulain a condominium or a planned unit development, Borrower shall perform all of Borrower's ob 1gs.' ons under the

Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold, if this cortgage is on a unit sale in perty in good repair and shall not commit waste or permit impairment or deterioration of the ervation and Maintenance of Property; Leaseholds; Condominiums; Planned U.A. Developments. Boror to the sums secured by this Mortgage.

entiporized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property solice a mailed by Lender to Borrower that the insurance carrier offers to settle a clain for insurance benefits. Lender is Rithe Property is abandoned by Borrower, or if Borrower fails to respond to Lende within 30 days from the date

proof of loss if not made promptly by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance car let and Lender. Lender may make

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

The insurance carrier providing the insurance shall be chosen (w fortower subject to approval by Lender; provided,

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

maured against loss by fire, hazards included within the term "extended coverage"; and such other hazards as Lender

med Integratics. Borrower shall keep the improver lents now existing or hereafter erected on the Property Mortgage, and leasehold payments or ground rents, if any

sments and other charges. Tines and impositions straighte to the Property which may attain a priority over this including Borrower's coverants to make payments when due, Borrower shall pay or cause to be paid all taxes,

under any mortgage, deed of trust or other secretiff agreement with a lien which has priority over this Mortgage, Retenges and Doods of Trant; O. orges; Less. Borrower shall perform all of Borrower's obligations

Borrower under paragraph 2 hereof then to into eat payable on the Note, and then to the principal of the Note.

the Note and peragraphs I and 2 herec (shall be applied by Lender first in payment of amounts payable to Lender by tion of Payments. Un'ess applicable law provides otherwise, all payments received by Lender under

held by Lender at the time of applica if a as a credit against the sums secured by this Mortgage. Londer shall apply, no later than translately prior to the sale of the Property or its acquisition by Lender, any Funds

held by Lender If under parage on 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Upon payment in full of all urns secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

they fall due, Borrowe : shall pay to Lender any amount necessary to make up the deficiency in one or more payments as the Funds held by "s .des shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as sther promptly is at a to Borrower or credited to Borrower on monthly installments of Funds. If the amount of

montes irrentance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, the doe dates of the excessments, insurance premiums and ground rents, shall exceed the amount required to pay said If the areas in of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

Funds are pledged as additional security for the sums secured by this Mortgage. the Punds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The perower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay tay agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender

end applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender the Punds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply Blatte Bottower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are

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

es evidenced by the Note and late charges as provided in the Note. 1. Popusent of Principal and Interest. Borrower shall promptly pay when due the principal and interest UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 10. Borrower Not Released; Forward c. By Lence Not it is in Exercise of the time forwayment 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 'ender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deer set 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 shan 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. But lower 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 gravit of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be subn itted 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 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 only 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 suris accured 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 rotice 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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Lincolnwood, Illinois 60646 7250 North Cicero Avenue HEICHBORHOOD LINVNCIVE SEBNICES

DEC-30-85 Given under my hand and official seal, this . 30 DEC 85 11: 09 that tree voluntary act; for the uses and purposes therein set forth. a Notary Public in and for said county and state, do hereby certify that County ss: SIGNITTI HO ELVIS JAMA CHARD

IN WITHESS WHEREOF, Borrower has executed this Mortgage:

default under the superior encumbrance and of any sale or other forcelosure action.

account only for those rents actually received.

priority over this Morigage to give Motice to Lender, at Lender's address set forth on page one of this Morigage, of any Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has

> MORTGAGES OR DEEDS OF TRUST VAD FORECLOSURE UNDER SUPERIOR REQUEST FOR NOTICE OF DEPAULT

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

21. Weiver of Homsestad. Borrower hereby waives all right of homestead exemption in the Property.

receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the cests 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

Upon soccietation under paragraph 17 hereof or abandonment of the Property, Lander shall be entitled to have,