

MORTGAGE

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THIS MORTGAGE is made this 19th day of October 1986 between the Mortgagor, BARRY J. Coleman, AKA [redacted] (herein "Borrower"), and the Mortgagee, Apex National Mortgage Company, a corporation organized and existing under the laws of Pennsylvania, whose address is 200 Jenkintown Commons, Jenkintown, Pennsylvania 19046 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$11,400.00 indebtedness is evidenced by Borrower's note dated October 9, 1986 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 9, 2001

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with the 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, convey and warrant to Lender the following described property located in the County of Cook, State of Illinois, hereby releasing and giving up all rights under and by virtue of the homestead exemption laws of this State

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Permanent Real Estate Tax Numbers 25-16-209-055

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which has the address of 58 West 105th Street Chicago Illinois 60623 (herein "Property Address"); (Street) (City) (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 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. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Payment of Taxes. The Borrower shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Property or any part thereof, with full deduction or abatement, when due and shall produce to the Lender upon its request receipts for the payment thereof in full.
- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note or this Mortgage may be applied by Lender first in payment of any amounts payable by Borrower under paragraphs 2 and 5 hereof, and shall then be applied to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Debts 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 and in such amounts and for such periods as Lender may require. The Borrower will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to the Lender at its request evidence of payment thereof.

The insurance carrier providing the insurance shall be chosen by 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 thirty (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.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall 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 or covenants creating or 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, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such arrangements, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender initiates mortgage foreclosure proceedings, the cost of making the title insured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect and such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest 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 conversion in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification or 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 release to extend the term of payment or 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 prejudice 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 10 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-obligor in a 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, foreclose or otherwise enforce the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage so that Borrower's interest in the Property



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12. Notice. Except for any notice required under any other law to be given in any other manner, any notice to Borrower provided in this Mortgage shall be given by delivering a copy of such notice to the Lender at the Property Address or at such other address as Borrower may designate in writing to the Lender. 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 confirmed copy of the Note and of this Mortgage at the time of execution or after recording 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 Property. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the grant of a lien or encumbrance subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the property; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or of the grant of any leasehold interest of three years or less not containing an option to purchase; Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

Lender shall be deemed to have accelerated this Mortgage if Borrower transfers an interest in the Property without Lender's prior written consent. Lender shall have the right to accelerate this Mortgage if Borrower transfers an interest in the Property without Lender's prior written consent. Lender shall be deemed to have accelerated this Mortgage if Borrower transfers an interest in the Property without Lender's prior written consent. Lender shall have the right to accelerate this Mortgage if Borrower transfers an interest in the Property without Lender's prior written consent.

17. Acceleration Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Note, including the covenants to pay, when due, any sums secured by this Mortgage or payable pursuant to the Note, 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 all such proceedings, all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender (the rents of the Property provided for in this Mortgage) and, in the event of default or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon the Property, in person 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.

19. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.

20. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

21. No Merger. If the Lender acquires an additional or other interests in the Property then, unless a contrary intent is manifested by the Lender as expressed by an express statement to that effect in an appropriate recorded document, this Mortgage and the Note hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

22. Execution by Trustee. If this Mortgage is executed by a Borrower who is a trustee, then this Mortgage is executed by the Borrower not personally but as trustee in the exercise of the power and authority conferred upon and vested in it as trustee (and Borrower hereby warrants that it possesses full power and authority to execute this instrument) and it expressly understands and agreed that nothing herein or in the Note shall be construed as creating any liability on part of the trustee personally to pay or satisfy any interest that may accrue thereon, or any indebtedness accruing hereunder, or to participate in or consent to any express or implied lien, or any liability, liability being expressly disclaimed and waived by the trustee and every person now or hereafter claiming any right or liability hereunder, and that so far as the trustee personally is concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing thereon or on all look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein provided, and the Note provided or by action to enforce the personal liability of the guarantor, if any.

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

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 encumbrances and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Witness: Shaen Kurkel Betty J. Coleman A.K.A. Betty Jean Curry
Betty J. Coleman Borrower

Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: 200 Joniktown Commons, Joniktown, Penns. Valley 19046

On behalf of the Lender By: Theodore Kannek III Title: Executive Vice President

ACKNOWLEDGEMENT BY INDIVIDUAL

State of Penn.) The foregoing instrument was acknowledged before me
County of Delaware) SS this 22nd day of April, 1986.
by Shaen Kurkel Notary Public
Delaware My Commission Expires Jan. 28, 1988
My commission expires _____

ACKNOWLEDGEMENT BY CORPORATION OR BANK

State of Penn.) The foregoing instrument was acknowledged before me
County of Delaware) SS this _____ day of _____, 19____.
by _____ acting in the capacity _____
of _____ on behalf of _____ Notary Public
a corporation/bank _____ My commission expires _____

ACKNOWLEDGEMENT BY PARTNERSHIP

State of Penn.) The foregoing instrument was acknowledged before me
County of Delaware) SS this _____ day of _____, 19____.
by _____ acting in the capacity _____
of _____ on behalf of _____ Notary Public
a partnership _____ My commission expires _____

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Pod: 11/21/2013 10:10 AM

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EXHIBIT "A"

The east 30 Feet (except the north 8 feet) of the west 55 feet of lot 12 in Louis H. Staffords' Subdivision of Lot 16 in School Trustee's Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN 25-16-209-055 *br*
AAA 58 W 105 ST.
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DEPT-01 RECORDING \$12.25
T#444 TRAM 0370 10/22/86 10:42:00
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COOK COUNTY RECORDER

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