

THIS MORTGAGE is made this 20th day of October, 1986, between the Mortgagor, James A. Franklin, and the Mortgagee, Apex National Mortgage Corp., 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 \$ 22,000.00, which indebtedness is evidenced by Borrower's note dated October 20, 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 24, 1996.

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 waiving 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: 25-09-409-031 DM

which has the address of 316 West 101st Chicago Illinois 60628 (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 in this Mortgage) 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, without any 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 1 and 2 hereof, and shall then be applied to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds 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 and hereafter erected on the Property insured against loss by fire, including 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 bylaws 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 advances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender requires mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed 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 any conveyance 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 successors, or release or 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 10 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who conveys this Mortgage but does not execute the Note, as a co-signer of this Mortgage, shall mortgage, grant and convey to Lender its interest in the Property, to Lender, under the terms of this Mortgage, as if it were a party to the Note or under a Mortgage, and it agrees with Lender and any other Borrower hereunder that it shall be deemed to have foreclosed through any other accommodation, and with regard to the terms of this Mortgage on the Note with respect to Borrower's consent and acknowledgment that Borrower or modification of this Mortgage as to that Borrower's interest in the Property.

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Property of Cook County Clerk's Office

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12. Notice Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by delivering a copy, 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 severability 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 conflict. This provision and 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 conforming copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Renovation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home renovation, 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, including with the sale of a lease or an interest in a lease, or if the mortgage is assigned to a third party, then the rights of the lender in the property shall be preserved. The lender shall be deemed to have been notified of any such transfer or assignment of the property by the recording of the deed or other instrument effecting such transfer or assignment. If the transfer or assignment is not recorded within the period of ninety (90) days from the date the deed or other instrument is recorded, then the lender shall be deemed to have been notified of such transfer or assignment at the time the deed or other instrument is recorded. Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

If either party exercises such option to accelerate, Lender shall make Borrower whole for the sums secured by this Mortgage in accordance with paragraph 12 hereof. Such acceleration shall be subject to the condition that the sums secured by this Mortgage shall be immediately due and payable, with interest, if Borrower fails to pay the sums secured by this Mortgage within the period of thirty (30) days from the date the notice is mailed, with which Borrower may pay the sums secured by this Mortgage. If Borrower fails to pay the sums secured by this Mortgage within the period of thirty (30) days from the date the notice is mailed, with which Borrower may pay the sums secured by this Mortgage, then the sums secured by this Mortgage shall be immediately due and payable.

17. Additional 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 and 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 sums secured by this Mortgage, including expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of judicial proceedings, judgments and the like.

18. Assignment of Benefit; Assignment of Receivers; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the benefit of the Property, provided that Borrower shall prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to sell and convey said benefit as if the same were due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender or a person, by agent or by judicially appointed receiver shall be entitled to enter upon the Property and to collect the sums secured by this Mortgage, including the sums due. All sums collected by Lender or the receiver shall be applied to the payment of the sums secured by this Mortgage, and the balance of the sums collected, but not the proceeds of the sale, shall be returned to the borrower and the receiver shall be liable to account for the same to the borrower. Lender and the receiver shall be liable to account for the sums so collected, retained.

19. Release. Upon payment of the sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay an escrow fee of \$100.00.

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

21. No Merger. This instrument, together with any other instruments in connection with the Property, shall not merge with the Note and the lien 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 which 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 the power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in the Note shall be construed as creating any liability on the part of the trustee personally to pay the Note and its interest that may accrue thereon, or any indebtedness standing hereon, or to perform any covenants or other express or implied covenants, all such liability, if any, being expressly disclaimed and waived by the trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee personally is concerned, the signing of the Note and the Note shall be deemed to be the act of the trustee as trustee, and not as the act of the trustee personally, and the trustee hereby consents to the payment hereof by the lender or other party, in the manner herein and in 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, residing at the address of any mortgage, deed of trust or other encumbrance recorded in the public records, over this Mortgage to be noted by a lender or Lender's assignee set forth on page one of this Mortgage, of any default under the mortgage or encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Execution of this document by Mona Lisa Franklin *Mona Lisa Franklin* solely for the purpose of waiving homestead rights.

Witness

*Curt Burre*

*James A. Franklin*

James A. Franklin

Borrower

Borrower

I hereby certify that the above address of the Lender, Mortgagee, is 100 Jenkintown Commons, Jenkintown, Pennsylvania 19046

Consent of the Lender: E. Theodore Kapnek III Title Executive Vice President

#### ACKNOWLEDGEMENT BY INDIVIDUAL

State of Pennsylvania )  
County of ) SS The foregoing instrument was acknowledged before me  
on this 21st day of October, 1986.

*Curt Burre*  
Notary Public

My commission expires March 14, 1987

#### ACKNOWLEDGEMENT BY CORPORATION OR BANK

State of Pennsylvania )  
County of ) SS The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_ acting in the capacity  
of \_\_\_\_\_ on behalf of \_\_\_\_\_  
a corporation in the \_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

#### ACKNOWLEDGEMENT BY PARTNERSHIP

State of Pennsylvania )  
County of ) SS The foregoing instrument was acknowledged before me  
on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_ acting in the capacity  
of \_\_\_\_\_ on behalf of \_\_\_\_\_  
a partnership in the \_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

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"EXHIBIT"

LOT 117 IN FRANK DELUGACH'S SANOLA PARK SUBDIVISION, BEING A SUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF BLOCK 7 AND THE SUBDIVISION OF BLOCKS 1 AND 2 IN THE SUBDIVISION OF BLOCK 8 IN FERNWOOD, BEING A RESUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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DEPT-01 RECORDING \$12.25  
T#4449 TRAM 0187 11/13/86 09:23:00  
#4471 # 10 # 86-536436  
COOK COUNTY RECORDER

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