

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:

Judith C. Zielinski, Evergreen Plaza Bank  
9640 S. Western, Evergreen Park, IL 60642

## MORTGAGE

86556649

THIS MORTGAGE is made this      17th      day of      November  
19 86, between the Mortgagor,

Robert J. Lynch and Marilyn H. Lynch

(hereinafter called the "Borrower"),  
and the Mortgagor, Evergreen Plaza Bank, a corporation organized and existing under the laws of Illinois, whose address  
is 9640 S. Western Ave., Evergreen Park, Illinois 60642 (hereinafter called the "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of      One Hundred Thousand and  
No/100ths-----(\$100,000.00)----- Dollars, which indebtedness is evidenced by Borrower's  
note dated      November 17, 1986      (herein "Note"), providing for monthly installments of principal and interest,  
with the balance of the indebtedness, if not sooner paid, due and payable on      December 1, 2001

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the      ~~paid~~ 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, (b) the repayment of any future advances,  
with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), and (c) the  
repayment of all other liabilities of Borrower to Lender, howsoever created, whether now existing or hereafter arising, Borrower  
does hereby mortgage, grant and convey to Lender the following described property located in the County of  
State of Illinois:

Lot 54 in Silver Lake Dells, a subdivision of the South East Quarter of  
the South East Quarter of Section 11 and the West 50 feet of the South  
West Quarter of the South West Quarter of Section 12, all in Township 36  
North, Range 12, East of the Third Principal Meridian, according to the  
plat recorded as Document 16550476 in Cook County, Illinois

2711-406-016  
H-B-O 77  
L.....  
M-11

DEPT-01 RECORDING \$13.25  
#2111 TRAN 0703 11/21/86 15:00:00  
W501 H C --B6-556649  
COOK COUNTY RECORDER

PIN

which has the address of

Illinois 60462

(State and Zip Code)

15024 Blat Court

(Street)

Orland Park

(City)

(herein "Property Address").

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurte-  
nances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or  
hereafter attached to the property, all of which, including replacements and additions thereto, 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 are herein  
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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the  
Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions  
to coverage in any title insurance policy insuring Lender's interest in the Property.

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20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

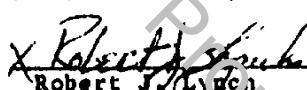
Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but 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.

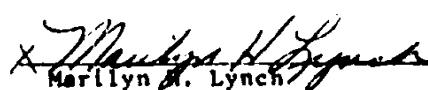
21. **Future Advances.** Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. **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.

23. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

 \_\_\_\_\_  
Robert J. Lynch \_\_\_\_\_  
Borrower

 \_\_\_\_\_  
Marilyn H. Lynch \_\_\_\_\_  
Borrower

\_\_\_\_\_ \_\_\_\_\_  
Borrower Borrower

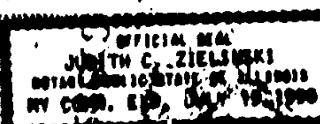
STATE OF ILLINOIS, \_\_\_\_\_ Cook \_\_\_\_\_ County ss.

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify that

Robert J. Lynch and Marilyn H. Lynch

, personally known to me to be the same Person(s) whose name(s) are \_\_\_\_\_  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they \_\_\_\_\_  
signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of November, A.D., 1986  
My Commission expires July 1990



(Space Below This Line Reserved For Lender and Recorder)

  
Judith C. Zielinski  
Notary Public

Evergreen Plaza Bldg  
9640 S. Western Ave  
Evergreen Plaza, Inc. 60642

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reasonable attorney's fees, court costs and costs of documentation evidence, witnesses and little reports.

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant contained in this Mortgagor, Lender may exercise its remedies to pay when due any sums secured by this Mortgage, and/or sue for acceleration of all or any part of the principal amount of the Note, and/or sue for specific performance of any provision of this Mortgage, and/or sue for damages for any loss or damage suffered by Lender as a result of any breach of this Mortgage, and/or sue for attorney's fees and costs of suit and defense, and/or sue for any other relief which Lender deems necessary to protect its interest in the property mortgaged by Borrower.

which Borrower may pay the sum demanded or borrowed, invoke any remedies permitted by paragraph 18 if he so desires.

If I under exercise such exercise options to receive dividends and other distributions under this agreement, I will pay the fees described above.

**17. Transfer of the Property:** Assumption. If all or any part of the property of an intestate thornton is sold to the heir(s) by borower by contract of sale(s) without written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a putative money security interest, excluding (c) a transfer by agreement of articles of incorporation of a partnership without his/her consent, (d) the household of any lessee held by lease for years or less than one year, (e) a transfer by devise, descent or by operation of law upon the death of a joint tenant, (f) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (g) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (h) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (i) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (j) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (k) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (l) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (m) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (n) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (o) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (p) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (q) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (r) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (s) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (t) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (u) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (v) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (w) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (x) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (y) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent, (z) the creation of a putative money security interest in the household of a transfer by agreement of articles of incorporation of a partnership without his/her consent.

16. Borrower's Copy. Borrower shall be furnished a copy of the lease and of this mortgage at the time of execution.

15. **Covering Limit Surety Responsibility.** This Mortgagor shall be bound by the law of Illinois, in all cases, to the extent of his responsibility, to pay to the holder of this Note the amount of the principal sum and interest, and all other amounts due under this Note, notwithstanding any provision to the contrary contained in any instrument or agreement which may be made between him and the holder of this Note.

14. Notice. Except for any notice specified under applicable law or in the written instruments, (a) any notice or  
Borrower provided for in this Mortgage shall be given by such other address as Borrower may have designated by notice to Lender, and  
(b) any notice to Lender shall be given by such other address as the last known address designated by Borrower to Lender, and  
such notice shall be given by certified mail, registered mail, telegraph or telephone, or by personal delivery, or by facsimile, or by  
telecopy, or by electronic mail, or by any other method of communication which Borrower has specified in writing to Lender.

12. Remedies Cumulative. All remedies provided in this paragraph are cumulative and intended to give plaintiff or remedy under this paragraph in addition to any other right or remedy, including damages for breach of contract.

the liability of the defendant Shottower and Hutton & Associates to successively sue across the state for damages for the same cause of action. Plaintiff shall not be required to commence by this motion, provided by § 1401 of the Civil Practice Law and Rules, in the event of a successive suit across the state for damages for the same cause of action.

10. **Borrower Not Referred.** Extension of the time for payment or modification of amortization of the sums received such installments.

In addition to settling a claim for damages, the carrier fails to expand to include within 30 days after the date such notice is made, tender is submitted to settle and determine all other disputes arising in writing, and such application of proceeds to plaintiff shall not exceed property or to the sum received by this trustee.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this mortgage, and the balance of the property is abandoned by the owner to the holder of the condominium offer to make it fit for other uses.

9. Condemnation. The proceeds of any award in claim for damages, direct or consequential, in lieu of condemnation with any condemnation of the property, or part thereof, or for non-removal, are hereby assigned and shall be paid to [ ]

8. **Inspection.** Landlord may make or cause to be made reasonable entries upon and inspections of the Property, provided that Landlord shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Landlord's interest in the Property.

amounts shall be payable upon notice from [under] to [beneficiary designating payment beneficiary] [herein referred to as "the payee"], and shall bear interest at the rate of [interest rate] percent per annum from the date of [date of first payment] until paid.

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Any amounts distributed by Lenard pursuant to this paragraph 7, will interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage.

6. Preservation and Rehabilitation of Property: Landholders, Planned Unit Developments, Borrower shall keep the property in good repair and shall commit to deterioration of the property, if any, shall be repaired by the landholder or the borrower, as the case may be, at the earliest opportunity and shall be responsible for all costs of repair and maintenance.

Chancery Clerks and Barristers underwise agree to the date of the monthly statements referred to in paragraphs 1 and 2 hereto or change the amount of such instalments. If under paragraph 18 hereof the Property is acquired by Lessee, all rights, title and interest of Borrower in and to the insurance policies and in the proceeds thereof shall pass to Lessee and to the extent of the sums secured by this Mortgage prior to the sale or acquisition.

Unless Lessees and Borrower otherwise agree in writing, insurance proceeds available to repair or restore such damage, provided such repair or restoration is economically feasible and the security of this Mortgage is not thereby impaired. If such repair or restoration of repair is not economically feasible or if the security of this Mortgage is impaired, Borrower shall be entitled to receive a refund of the amount of insurance proceeds received by him less the amount required to repair or restore such damage.

All insurance policies and renewals thereto shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and renewals thereto shall be in form acceptable to Lender and shall have the right to hold the policies and Borrower shall promptly furnish to Lender all renewals notices and a receipt of paid premiums in the event of loss by Borrower.

provided under paragraph 2 below, if not paid in such manner or by the power making payment, when due, directly to the insurance carrier.

The insurance carrier providing the insurance shall be liable to pay the amounts received by Borrower subject to approval by Lender if provided such coverage exceeds the amount of coverage required to pay the sums received by this Mortgage and in such amounts and for such periods as Lender may specify, provided that Lender shall not require that the amount of

**3. Application of Paragraphs.** Unless applicable law provides otherwise, all payments received by Lender under this Note and paragraphs 1 and 2 hereof shall be applied by Lender first to interest and principal on any future Advances under this Note, and then to interest and principal on amounts payable to Lender under this Note and paragraphs 1 and 2 hereof. After all interest and principal on the Note, and then to interest and principal on any future Advances under this Note, and then to interest and principal on amounts payable to Lender under this Note and paragraphs 1 and 2 hereof, the balance, if any, shall be applied by Lender to other charges, fines and liquidation liabilities to Lender.

**4. Changes and Losses.** Borrower shall pay all taxes, assessments and other charges, fines and liquidation liabilities to Lender under this Note, and Lender may deduct from any payment or prepayment of amounts payable by Borrower under this Note the amount of such taxes, assessments and other charges, fines and liquidation liabilities to Lender.

**5. Breach of Terms.** Borrower shall keep the term "breach" and other other terms used in this Note as defined in the Property Interest.

held by Lessee(s) and/or their successors, assigns, heirs, executors, administrators, personal representatives, and/or devisees, and/or persons holding title under them, and/or persons holding title under them by virtue of any power of appointment contained in any instrument held by Lessee(s), no later than immediately prior to the sale of the Property as aforesaid by Lessee(s) or its assignees by Lender, any funds held by shall apply.

on any future advances secured by this Mortgagee  
to lend under on the day mentioned. Subject to application law or to a written waiver by Lender, Borrower shall pay  
a sum (herein "Funds") equal to one-and-twenty percent of principal and interest rates and assessments which may accrue under this  
Mortgage, and ground rents on the basis of assessments and bills plus one-twelfth of yearly premium installments for hazard insurance.  
In case of loss or damage to the premises for which Lender is liable, all reasonable expenses incurred in repairing or replacing the same shall be paid by Lender on the basis of assessments and bills plus one-twelfth of yearly premium installments for hazard insurance and from  
time to time by Lender on the basis of assessments and bills plus one-twelfth of yearly premium installments for hazard insurance and from