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this instrument was prepared by:

Joyce Kaczmarzewski

(Name)

9200 S. Commercial Ave.

(Address)

Chicago, Illinois 60617

MORTGAGE

86608669

THIS MORTGAGE is made this 16th day of December, 1986 between the Mortgagor Daniel J. McNamara and Maureen P. McNamara, His Wife (herein "Borrower"), and the Mortgagee, South Chicago Savings Bank a corporation organized and existing under the laws of The State of Illinois whose address is 9201 S. Commercial Ave. Chicago, Illinois 60617 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. SIX THOUSAND FIVE HUNDRED XTHIRTEEN & 00/100-- (\$6,513.00)----- which indebtedness is evidenced by Borrower's note dated December 16, 1986 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 19, 199;

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:

Lot 83 in the Resubdivision of Block "S" of the Resubdivision of Blue Island Land and building Company of certain lots and blocks in Morgan Park Washington Heights in Sections 18 and 19, Township 37th North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

FYI
Permanent Tax Number: 25-18-305-022 Address: 2308 W. 109th St. Chgo. Ill.

6998(1986)

which has the address of 2308 W. 109th St. Chicago
(Street) (City)
Illinois 60643 (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 or the Borrower's interest as contract purchaser if this Mortgage is on such interest) 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. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

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13.00

SOUTH CHICAGO COMMERCIAL SAVINGS BANK
CHICAGO, ILLINOIS 60619
COOK COUNTY RECORDER
BOX #222

DEPT-41 RECORDING
193355 TRAIN 1416 12/19/66 09:46:00
\$13.00
S6A83 E A 36-66-6006669

12-9-90
My Commission expires:
GEORGE JOHN SMALL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/9/90
Volume 3, Small
Notary Public

Given under my hand and official seal, this
16th day of December 19 86
purposes herein set forth.
I, George J. McNamara and Maureen P. McNamara, His wife
certify that Daniel J. McNamara and Maureen P. McNamara, His wife
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 and delivered the said instrument as the
free voluntary act, for the uses and
purposes therein set forth.

STATE OF ILLINOIS

County: Cook

Daniel J. McNamara
Borrower
George J. McNamara
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.
Borrower and Lender, request the holder of any mortgage, deed of trust or other encumbrance with a lien

21. Waiver of Homestead. Borrower hereby waives any right of homestead exemption in the Property.
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.
Lender shall receive rents actually received.
This Mortgage. The receiver shall be liable to Lender only for those rents actually received.
to payment of the costs of management of the Property and collection of rents, including, but not limited to,
Lender shall receive rents of the Property including those past due. All rents collected by the receiver shall be applied first
to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to col-
lateralization under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled
Upon acceleration of the Mortgage, Lender shall receive rents of the Property, prior to acceleration under
assumes 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 such rents as they
become due and payable.

19. Assumption of Rents; Assignment of Rents; Abandonment of Property. As additional security hereby
assumes to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under
paragraph 17 hereof, incurable, and in enforcing Lender's remedies as provided in
agreements of Borrower contained in this Mortgage, but not limited to, reasonable attorney's 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 Prop-
erty and Borrower's obligation to pay the sums secured by this Mortgage will 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.

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If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage. None of the foregoing in this Section 2 shall be applicable if and to the extent that such payments are required under the provisions of any Mortgage or Trust Deed the lien of which is superior to the lien hereof.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then 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, or Borrower's obligations under its contract to purchase the property, 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. Failure by Borrower to make any of such payments shall be a default under this Mortgage.

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 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 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 the 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 appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required 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 thereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause

All sums which would be then due under this Note shall be paid in gold.

18. Borrower's Right to Remodel. Notwithstanding any provision in this Note or in Borrower's Deed of Trust, Lender's acceptance of any sums secured by this Mortgagae due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgagae discontinued at any time prior to entry of a judgment certifying that this Mortgagae and the Note had no accele-

procceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentation evidence, including, but not limited to, title reports.

The trustee shall pay the amounts received from the sale of the property to the creditor in accordance with the terms of the agreement.

curved; and (4) that failure to cure such breach on or before the date specified in the sums secured by this mortgage, to resume full power of attorney and to pay all debts due under the terms of the note and the mortgage.

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 paid when due any sums secured by this Note; and (4) the name and address of the note holder or payee.

NON-OWNER OWNERS INSURANCE POLICY FORMS AND BOUNDARIES ARE PROVIDED FOR INFORMATION PURPOSES ONLY.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

In any event Borrower will continue to be obligated under the Note and this Mortgage until such end or releases Borrower in writing.

a period of no less than 30 days from the date the notice is mailed to the 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 law.

branch superordinate to this hierarchy, or (b) a transister by device, descen, cr/o operation to an occupant of this property, upon the death of a joint tenam, under excrements such as the sums received by this mortgagor to be immedately paid to Japan such defaul, Lender exercise all of the rights herein provided under section 12 hereof. Such notice shall provide information in accordance with paragraph 12 hereof.

16. Transfer of the Property. It shall be an event of default under this Mortgage, if Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encum-
berance.

or services in connection with improvements made to the property, or services which may have been supplied by labor, materials

At the time of execution of this Agreement, Borrower shall fulfill all of Borrower's obligations under any home loan Agreement, including, but not limited to, any obligation to pay taxes and insurance premiums.

the extent not prohibited by applicable law or limited herein.

with applicable law, such conflict shall not affect other provisions of this Note except as set forth above. Any provision of this Note which contravenes any applicable law shall be ineffective to the extent of such non-compliance, and to this end the provisions of this Note shall be severable. As used herein, "Note", "expenses", and "attorneys' fees", include all sums to be declared to be severable. The conflicting provisions of this Note and the provisions of this Note given effect without the Note shall prevail.

13. **Governning 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 this Note to the events that cause or result from the storageage. In the event that any provision of this Note storageage or the Note conflicts with the law to the extent that it does not conform thereto, such provision shall be limited to the extent of such nonconformity.

to Lender's address stated he ein or to such other address as Lender may notice by notice to Borrower as provided herein. Any notice so directed for in this Agreement shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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.

that Borrower's possession and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Note, or makes any other accommodations with regard to the terms of this Mortgage, (c) agrees that Lender and co-signer shall bear all costs of collection, attorney fees, and expenses of any kind, including reasonable attorney fees, incurred by Lender in collecting the Note, or foreclosing, or making any other arrangements with respect to the Note.

ments hereinafter contained shall bind, and the rights hereunder shall incur to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 herein. All collections and expenses of Lender and Borrower, shall be joint and several. Any Borrower who consigns his Motorcar, but retains title thereto, shall be liable to motorcar and convey the same to Borrower, or his successors and assigns, at the option of Notee.

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.

any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in any demand for payment or otherwise made by the original Borrower and Borrower's successors in interest, in any event, shall not be regarded as a waiver of any of the terms or conditions of this Note or of any provision of this Note.

10. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest or of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Successor.

With Any Condominium or Other Takings of the Property, or Part Thereof, or for 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 which a Lien which has priority over this Mortgage.

9. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection therewith related to Lender's interests in the Property.

therefore related to Lender's interest in the Property.