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BOX 333 - GG 3

This instrument was prepared by:

Arthur G. Foss  
1275 (Name) Milwaukee  
Glenview, IL 60025...  
(Address)

## MORTGAGE

14 00

THIS MORTGAGE is made this . . . . . 28th . . . . . day of . . . July . . . . . 19. 87, between the Mortgagor, . . Thomas. W., McNamara, and Rita. J., McNamara, . . . . Husband and Wife . . . . . (herein "Borrower"), and the Mortgagee, Guarantee, Trust, . . . . Life Insurance Company, . . . . . a corporation organized and existing under the laws of . . Illinois, . . . . . whose address is 1275, Milwaukee, . . Avenue, Glenview, Illinois, 60025 . . . . . (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of . Two Hundred Sixty Thousand and . . . . . no/100. 1260,000.00). . . . . Dollars, which indebtedness is evidenced by Borrower's note dated . July, 28, 1987 . . . . . (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on . August, 1, 2017 . . . . .

To SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of . . Cook, . . . . . State of Illinois:

LOT 4 IN BLOCK 5 IN O. C. SWARZENSKI'S SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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which has the address of . . 1435 Monroe Street . . . . . River Forest . . . . .  
(Street) (City)  
Illinois 60305 . . . . . (herein "Property Address");  
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, 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 (or the leasehold estate if this Mortgage is on a leasehold) 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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(Please select this line if measured for larger and heavier)

I, the undersigned, a Notary Public in and for said county  
 do hereby certify that, Thomas A. McNamee, and Rita J. McNamee, Husband and  
 wife, personally known to me to be the same person(s) whose name(s)  
 is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
 signed and delivered the said instrument as, that, free and voluntary act, for the uses and purpose  
 set forth.

Given under my hand and official seal, this 28<sup>th</sup> day of April, 1987.

My Commission expires: June 31, 1997

Notary Public  
 County of Cook, Illinois

Clerk's Office

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

At 8:45 a.m. on the 1st day of November, 19\_\_\_\_\_, in the County of \_\_\_\_\_, State of \_\_\_\_\_, between \_\_\_\_\_, a \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, a \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, for a sum of \$\_\_\_\_\_, being the principal amount of the Note, plus interest thereon at the rate of \_\_\_\_\_ percent per annum, from the date hereof until paid, and \_\_\_\_\_, a \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, as Lender, for whom \_\_\_\_\_, a \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, is his attorney in fact, and \_\_\_\_\_, a \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, as witness, did the following:

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 Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the security of this Mortgage be satisfied by the payment of all sums secured by this Note plus interest thereon, plus \_\_\_\_\_.

22. Release. Lender, at Lender's option, may release the principal amount of the Note plus interest thereon, plus \_\_\_\_\_, upon payment of all sums secured by this Mortgage, less the amount of the principal amount of the Note plus interest thereon, plus \_\_\_\_\_.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

This Mortgage, the Note and Notes Securing Future Advances, if any, had no acceleration accrued; (b) Borrower pays all reasonable expenses of any other coverings of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the coverings of Borrower contained in this Mortgage and agreements made prior to entry of a judgment enforecimg this Mortgage; (d) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and Notes Securing Future Advances, if any, had no acceleration accrued; (e) Borrower cures all

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, 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, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. 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 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment 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.

11. **Forbearance by Lender Not a Waiver.** 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** 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 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **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 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, return receipt requested, 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.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. 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 the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** 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 creation of a lien or encumbrance subordinate to this Mortgage, (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 (d) 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 have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay 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 18 hereof.

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

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice 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 non-existence 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 attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any section or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminence domain, insolvency, code enforcement, or arrangements of proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appropriate deduction from the amount of money then due under this Note as will satisfy all or any part of the amount due hereon.

6. **Acquisition and Maintenance of Property; Leasehold; Comdominium Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of the Property and shall comply with the provisions of any lease it has on a leasehold. If this Mortgage is on a unit in a planned community of any type it shall be subject to the terms and conditions of the leasehold agreement and shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the reader thereof is executed by Borrower and recurred together with this Mortgage, the covenants and agreements of such reader and covenants of the leasehold agreement shall be binding on Borrower and the lessee.

Unless Lessee agrees in writing, any such application of proceeds to principal, shall not extend or reduce the sum secured by this mortgage.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right, at his sole discretion, to require that all renewals and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Lender may make good or repair same at his option and Lender may deduct the amount so expended from the sum due on the note.

The insurance company or carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, such coverage exceeded the amount required to pay the amounts required by law.

**4. Charges:** Lessor, Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the property which may attain a priority cover this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or if not paid in such manner, by Borrower making payment, whom due, directly to the payee thereof.

**5. Hazard Insurance:** Borrower shall pay such amounts and for such periods as Lender may require, that Lender shall not require that the amount of aggregate losses by fire, hazards included within the term "extreme", coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the property insured against losses by fire, hazards included within the term "extreme", coverage", now existing or heretofore effected on the property insured in such amounts and for such periods as Lender may require.

under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

Lender at the time of application in a credit agreement the sums secured by this Mortgage.

Upon payment in full of all sums secured by this mortgage, Lender shall pay to Borrower any funds held by Lender, so later than immediately prior to the sale of the Property to its new owner, any funds held by Lender shall apply.

The Funds shall be held in an institution the deposita 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 accounts or verifying said assemblies and bills. 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 such interest on the Funds as shall be paid to Borrower, and unless such agreement is made or applicable law shall give to Borrower, without accounting of the Funds and debts to the Funds, Lender shall give to Borrower, without charge, an annual accountings of the Funds showing credits and debits to the Funds and the Funds shall give to Lender such interest as is made or applicable law permits.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, plus charges as provided in the Note, and the principal of and interest on any further advances thereafter.