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This instrument was prepared by:
GreatAmerican Fed. S & L
James D. O'Malley

. Dak. Park. IL. 80301.

#### **MORTGAGE**

174	<b>7º</b>
THIS MORTGAGE is made this. 17th  19. 87., between the Mortgagor. ROBERT S. POKLACKI, A BACHELOR.	7, ,
(herein "Borrower"), and the Mortgagee, GreatAmerican Federal Savings and Loan Association, a corpoorganized and existing under the laws of The United States of America, whose address is 1001 Street, Oak Park, Illinois 60301 (herein "Lender").	ratio Lake
Three Hun rel and no 100	
Dollars, which i debtedness is evidenced by Borrower's note dated July 17	87
To Secure to Lender (e), the repayment of the indebtedness evidenced by the Note, with interest thereof payment of all other sums, who interest thereon, advanced in accordance herewith to protect the security of Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repay of any future advances, with interest hardon, made to Borrower by Lender pursuant to paragraph 21 hereof (here the security of the covenants). Borrower does hereby mortgage, grant and convey to Lender the following described prolocated in the County of the covenants. State of Illinois:	f this /ment :erein
LOTS 24 AND 25 IN BLOCK 7 IN SUBJICISION OF BLOCKS 7 AND 8 IN GREELEY'S ADDITION TO BERWYN IN THE SOUTH WEST MERIDIAN, IN COOK COUNTY, ILLINOIS.	
PERMANENT INDEX NUMBER: 18-29-318-819 VOLUME: 4	
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E e o	321212D
MAIL	Ü
which has the address of 2837 HIGHLAND BERWYN	
(State and Zin Gode) (Gity)	

Toorries with all the improvements now or hereafter erected on the property, and all casements, 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 seised 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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prior to entry of a judgment enforcing this Mortgage if: (a) 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 occurred: (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, 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 Property and Borrower's obligation to pay the sums secured by this Mortgage shall 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.

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 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.

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 primissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ .25. (700.00).

Mortgage, exceed 'ne original amount of the Note plus US \$.25.2700.00.  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 Fig. 27.26. Borrower hereby waives all right of homestead exemption in the Property.
IN WITNESS WHEREOF, B prower has executed this Mortgage.
ROBERT S. POKLACKI —Borrower
— Barrower
—Borrower
—Borrowai
State of Illinois,
I, The Under Sugred, a Notary Public in and for said county and state
do hereby certify thatROBERT.S. POKLACKI, A. BACHELOR
personally known to me to be the same (x on(s) whose name(s) is
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the said instrument as h.f.s free and voluntary act, for the uses and purposes therein
set forth.
Given under my hand and official seal, this 230 day of July
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MOTEROIAL SEAL " ARUNA MALYALA ENTERY PUBLIC, STATE OF ILL 1 3 ENTERY PUBLIC STATE OF ILL 1 3 ENTERY PUBLIC STATE OF ILL 1 3

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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 amborized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the

Property or to the same secured by this Mortgage

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

10. Borrower Not Reserved. 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

the procured by this Mortgage by reason of for demand made by the original Borrower and Borrower's successors in Interest.

11. Forbearance by Lender Not a Valver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall no, 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 indebtedoes 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 Jovern 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 corenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Nortgage 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 destinate 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 a 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 Morigage: Governing Law: Severability. This form of mor gage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to conditute 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 he 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 excun brance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances. (1) 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 his 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 creat or 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 passgraph 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 Morigage, including the covenants to pay when due any sums secured by this Morigage, 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 Morigage 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, remonable attorney's fees,

and costs of documentary evidence, shatracts and title reports.

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

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nectioning, our montest to, entities to content domining involvency, coure entolectricity, or accordent, then Lender's option, upon notice to Borrower, may make such appearances, disburse such such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurement as a condition of sanking the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such or maintain such insurance in effect until such time as the requirement for such manurance in effect until such time as the requirement for such manurance terminates in accordance with Borrower's and 7. Protection of Lender's Security. It 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, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a horizont to the content and the such appearances, dispurse such were a part hereof.

o. greenvation and maintenance or troperty; teasending; concomminium; trained our teverophements. Bottower 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 leasthold. If this Mortgage is on a leasthold. If this Mortgage is on a unit in a condominium or planned unit development, Bottower shall perform all of Bottower's obligations under the declipations of the condominium or planned unit development, and constituent development, the by-laws and regulations of the condominium or planned unit development, and constituent decuments. If a condominium or planned unit development, and constituent decuments. If a condominium or planned unit development, and constituent decuments. If a condominium or planned unit development, and constituent decuments and agreements of specifications of the safety deferments and agreements of this Mortgage as it after a part hereof. 6. Preservation and Maintenance of Property; Lenscholds; Condominiums; Planned Unit Developments. Borrower

acquisition.

or to the sums secured by this Mortgage.

Unless Londer 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. I and 2 hereof or charge the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower or and in and to the proceeds thereof resulting from damage to the Property prior to the safe or and in and to the proceeds thereof resulting from damage to the Property prior to the safe or and in and to the extent of the sums secured by this Mortgage immediately prior to such safe or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such safe or acquisition.

is authorized to collect and apply the insurance proceeds at Lender's option either to restoration of epair of the Property date notice is mailed by Lender to Borrower that the maticance carrier offers to settle a claim for cramance benefits, Lender be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage. So the the excess, if any, paid to Borrower, it the Property is abandoned by Borrower, or it Borrower fails to respond to Lender within 30 days from the of the Property damped and Borrower otherwise agree in writing, insurance proceeds shall be and piled to restoration or repair of shall be and the perty damped, the security of this Mortgage is the Property damped to the Aloregage is more than the country of this Mortgage of the security of this Mortgage would be a first of this Mortgage would be a first of this Mortgage.

chause in tayor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and lender and receives or paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance earmer and Lender. Lender may water proof of loss if not made promptly agagiom brabnata a abulani flada bna rabna, or olderqeoor mrol ni od llada toereda arana bna sajoilege

manuage carrier.

such coverage exceed that amount of coverage required to pay the fine secured by this Mortgage.

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 premium on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance policies.

S. 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, each 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 amount of such coverage exceed that amount of coverage required to now the "one secured by this Mortsane. payers thereof. Borrower shall promptly turnish to Lender all notices of amounts due under this paragraph, and in the event payer when the borrower shall make payment and promptly turnish to Lender the payments. Borrower shall make payment directly, Borrower shall promptly turnish to Lender receipts evidencing such payments borrower shall promptly discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien by not defend enforcement of such lien in such lien in a manner acceptable to Lender, or shall in good shift in writing to the Property or any part thereoft legal proceedings which operate to prevent the enforcement of the Property or any part thereoft. S. Hazard Insurance, Borrower shall keen the inprovence or evicing or hereafter erected on the Property insured 4. Charges; Liens. Borrower shall pay 18 tayes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority (ver his Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if no paid is such manner, by Borrower making payment, when due, directly to the provided under paragraph 2 hereof or, if no paid is such manner, by Borrower making payment, when due, directly to the

principal on any Future Advances.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender the Note and paragraphs. I and 2 hereo shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to inject payable on the Note, then to the principal of the Note, and then to interest mad and then to interest paragraph 2 hereof, then to inject payable on the Note, then to the principal of the Note, and then to interest mad and then to interest made and then to interest and then to interest and then to interest made and then to interest and the notes and then to interest and then to interest and the notes and then to interest and the notes are also interest.

by Lender to Borrow at equestring payment thereof.

Upon payment in full of all sums secured by this Mortgage. Lender shall promptly refund to Borrower any Funds hald by Lender. If und it pringraph 18 hereof the Property of its acquisition by Lender, any Funds shall apply, no fater than annothering prior to the sale of the Property of its acquisition by Lender, any Funds held by Lender at the time of applies for as a credit against the sums secured by this Mortgage.

the due dates of taxes, small states to assessments, insurance according to the according of taxes, assessments, insurance premiums and ground rents, shall be, at Borrower's option, either prompily repaid to Borrower or credited to Borrower shall be, at Borrower shall be an accessary to make up the deficiency within 30 days from the date notice is mailed by Lender and Borrower shall pure navment hereto. It the amount of the Funds held by Lender, together with the fulure monthly installments of Funds payable prior to

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and dehits to the Funds and the purpasse tor which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the finne of exception of this Morigage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable, law soluting at the finnt interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable, law morigage that interest on the Funds shall be paid to borrower. state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or

time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly metallinents of principal and miterest are payable under the Note, until the Note is paid in full, a sum therein "Funds") equal to one-twelth of the yearly taxes and assessments which may attain priority over this a sum therein "Funds").

on any Foture Advances secured by this Mortgage.

indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest 1. Payment of Principal and Interest. Borrower shall prompily pay when due the principal of and interest on the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: