# UNOFFICIAL TOOPY = 3

COOK COUNTY, ILLIMOIS FILED FOR RECORD

1987 HAR 11 AM 11: 09

87131953

87131953

# LYCNS FEDERAL TRUST and Savings Bank

### MORTGAGE

Borrower:	Anthony J Colob
	4
	Janet M. Golob
	9
	12833 South Cedar Lare
	Palos Heights, Illinois 604(3)
	4,
Date	March 3, 1987
	///

1300

XX. ASSIGNMENT OF RENTS — APION THERT OF RECEIVER > LENGER IN POSSESSION

As additional security horeunder, Borrover hereby a signification in fer the relation the Property provided that sorrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property have the right to collect and taken such route 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 less, 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.

### XXI. FUTURE ADVANCES

### XXII. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note interest rate may be increased or decreased on the day after the second business day of every month.

Changes in the interest rate are governed by changes in the Annual Percentage Rate (APR) which is equal to the index plus One and one-half.

(1.0. %) percentage points. The index is the prime interest rate as established and announced from time to time by Chase Manhattan Bank, N.A., of New York as set and established as of the day after the second business day of each month. In the event that the prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of CitiBank, N.A., of New York shall be used. However, the Annual Percentage Rate (APR) shall at no time be reduced to a rate lower than

Light

(8.00 %) percent per annum. Changes in the APR, as aforesaid, shall take effect prospectively as of the effective date of any change in the Index.

There is no maximum limit on changes in the interest rate at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments, Decreases in the interest rate will result in lower payments.

### XXIII. LOAN CHARGES

It could be that the Ir. in a sourced by this Mortgage is subject to a law which sets maximum loan charges and that law is interpreted so that the Interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (a) any such loan charge shall be reduced by the amortal necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunder to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct necessary to the Borrower.

### XXIV. REVOLVING CREDIT

on the date hereof.

### XXV. PRINCIPAL RESIDENCE

In the event that all of the Borrowers cease to use the property as their principal residence, then Lender may, at Lender's option, declare all the sums secured by this Mortgage immediately due and payable.

Upon payment of all sums secured by this Mortgage, Lrinder shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any,

### XXVII. WAIVER OF HOMESTEAD

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

### REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DELICS OF TRUST

Borrower and Lender request the holders of any mortgage, deed of trust or other er curintrance 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 or of the superior encumbrance and of any sale or other foreclosure

IN WITNESS	WHEREOF, Borrower b	as executed this Mortgage.	book M	Wolst-	!
Borrower Anthony J. Shop			Borrower Janet N. Colob		
Borrower			Borrower	)	
This instrument wa	as propared by:	Siane M. Tea		0	
Consume 1 East 2	FEDERAL TRUST AND or Loan Department 2nd Street , Illinois 60148	SAVINGE BANK  OX 833 — HV		III.Co	8713
STATE	Illinois	<b>)</b>		And the second s	195
COUNTY	DuPage	) SS: )			•
I, Con	nie E. Benson hony J. Golob an	d Janet M. Golob, Hust	a Notacy Public in and for said	d county and state, do here	by certify that
_	_		o the foregoing instrument, appeared in the free and voluntary act, for the March 19		et forth.
			Connie E	Benson	<u>ノ</u>
My Commission E	xpires:	CEAT!			

Connie E. Benson Notary Public, State of Illinois My Commission Expires 7/17/90 VII. PROTECTION OF LENDER'S SECURITY

If Borrower Inits to perform the devandult, and a green ents contained in this Marting Te., or it an 2 clich of Socreding is commenced which materially affects Londer's interest in the Property, including out not imited to, entired domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and lake 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 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 promiums directly to the lessurance center. ment or applicable law. Borrower shall pay when due the amount of all mortgage insurance promiums directly to the insurance carrier. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Morigage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereot, 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 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.

87131953

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.

The proceeds of any award or claim for damages, direct of consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in fleu 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, it 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, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice to Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower falls to respond to Lender within 10 days after the date such notice is mailed, Londer 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 B prower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments record to in paragraph 1 and 2 hereof or charge the amount of such installments.

### X. BORROWER NOT PELEASED

Extension of the time or nament 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 to asso, in any manner, the liability of the original Borrower and Borrower's successor 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 much by the original Borrower and Borrower's successors in interest.

### XI. FOREBEARANCE BY LENDER FOR A WAIVER

Any forebearance by Lender in exercise 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.

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

### XIII. SUCCESSOR AND ASSIGNS BOUND - JOINT AND SEVERAL LIABILITY - CO-SIGNERS - CAPTIONS

XIII. SUCCESSOR AND ASSIGNS BOUND — JOINT AND SEVERAL LIABILITY — CO-SIGNERS — CAPTIONS

The covenants and agreements herein contained shall find and the rights hereunder shall fourt to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 here if, all covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-sign in this Mortgage only to mortgage, grant and convey that Borrower's Interest in Property to Lender under the terms of this Mortgage; (b) is not personally libut on the or under the terms of this Mortgage; (b) is not personally libut on the or under the terms of this Mortgage or the Note without their Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property. 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.

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 Londer shall be given by certified mail, return receipt requested, to Londer's address stated herein or to such other address as Lender may designate by notice to Borrower as provided for mail, return receipt requested, to Londer's address stated herein or to such other address as Lender may designate by notice to Borrower as provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

### XV. UNIFORM MORTGAGE - GOVERNING LAW - SEVERABILITY

This form of merigage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform socurity instrument covering real property. This Mortgage shall be governed by the lumb 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 the Note which can be given affect without the conflicting provisions, and to this and the provisions of the Mortgage and the Note are declared to be severable.

### XVI. BORROWER'S COPY

Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

### XVII. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER - ASSUMPTION

If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is not a natural person) without Lender's prior written consent, excluding Lender may, at Lender's option, declar a sill re sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by "od re tax as of the date of this Mortgage. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Froperty is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and the interest payable on "io Jume 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 there is a transfer of the Property subject to this paragraph, Lender may require (1) an increase in the currer. Note interest rate; or (2) a change in the Index; or (3) an increase in the percentage points added to the index, or all of these, as a condition of Lender's walking the option to accelerate provided in this paragraph 17. provided in this paragraph 17.

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 falls to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke and remodles permitted by paragraph 18 hereof.

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

87131953

### XVIII. ACCELERATION - REMEDIES

XVIII. ACCELERATION — REMEDIES

EXCEPT AS PROVIDED IN PARAGRAPH 17 HEREOF, UPON BORROWER'S BREACH OF ANY COVENANTS OR AGREEMENTS 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 SPECIFICING: (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 BUCH BREACH MUST BE CURBED; 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 BUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSURE, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, AND COST OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

### XIX. 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 prior to entry of a judgment enforcing this Mortgage it: (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 lees; and (d) Borrower takes such action as Lender may reasonably require to assure that the tien 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 offset as it no acceleration had occurred.

## **UNOFFICIAL COPY....**

### NOTOAOE

MORTGAGE	
THIS MORTGAGE is made this 3rd day of March , 19 87 , between the Mortgagor,	
Anthony J. Golob and Janet M. Golob, Husband and Wife (herein "Borrower"), and the Mongages, LYONS FEDERAL TRUST AND SAVINGS BANK, a federally chartered savings institution organized under the laws of illinois, whose address is 1 East 22nd Street, Lombard, Illinois (herein "Lender")	
WHEREAS, Borrower is indebted to Lender in the principal sum of Twelve Thousand and 00/100*********************************	installments
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Bor contained; and (b) the repayment of any future advances, with Interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (he Advances''), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of	with interest rrower berein erein "Future
LOT 28 IN BLOCK 2 IN PALOS PINES UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 37	873

Permanoni Real Estate Index Numbers): 23-36-110-028-0000 MC
which has the address of 12833 F3) th Cedar Lane, Palos Heights, Illinois 60463
(herein "Property Address");

TOGETHER with all the improvements now concerning the property, and all essements, rights, appurtenances, rents, royalities, mineral, oil and gas rights and profits, water, water rights, and vizing stock, and all fixtures now or hereafter attached to the property, all of which, including teplacements and additions thereto, shall be deemed to be and round 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 interest to as the "Property".

Borrower covenants that Borrower is lawfully selzed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is not encumbered, except by a first mortgage from in favor of Talman Home in original principal amount of \$29,000,00 and dated June 18, 1968 recorded Octobel 20, 1968 as Document Number 206,596 with Cook County Recorder of Deeds, and that Borrower will warrant and defend generally the title to the Property against all claims and common subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lor as's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenants and agrie as follows:

### I. PAYMENT OF PRINCIPAL AND INTEREST - TIME OF ESSENCE

Bostower shall promptly pay when due the principal of and interest on the index educaded by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by inis Mortgage. Time is of the assence hereof.

### II. PRIOR MORTGAGES AND DEEDS OF TRUST — CHARGES — LIENB

Borrower shall perform all of Borrower's obligations under any mortgage, deed of truit or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall nuy 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.

### III. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereot shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

### IV. CHARGES -- LIENS

ILLINOIS.

END OF PASCRIPTION

Borrower shall pay all taxes, assessments and other charges, fines, and impositions attributable to it is Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, it any, by Borrower making payment, when due, directly to he payer thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall promptly the charge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in willing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good falth contest such lien by, or defend enforcement of the lien or lorditure of the Property or any part thereof. If Lender determiner that all or part of the sums secured by this Mortgage are subject to a lien which has priority over this Mortgage and the existence and priority of which the Union. That all promptly secure an agreement subordinating that lien to this Mortgage.

### V. HAZARD INSURANCE

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, haza do included within the length "extended 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 amount of such coverage exceed that amount of coverage required to pay the sums 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 premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

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 to hold the policies and renewal thereof, and Borrower shall promptly furnish to Lender ell renewal notices and all receipts of paid premiums. 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 to Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically leasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 10 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.

Unless Lender and Borrower otherwise agree in writing, and such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 and 2 hursof 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 in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

### VI. 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 by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is expected by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

8713195

7707912990