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This instrument was prepared by:
Darcine Scales/H.F.C.

87197457

(Name)
4222 1/2 S. Archer, Chgo. IL 60632
(Address)

MORTGAGE

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 9th day of April, 19 87
between the Mortgagor, Peter M. Joseph & Elia M. Joseph, his wife in JOINT
Tenancy
Corporation III (herein "Borrower"), and the Mortgagee, Household Finance
existing under the laws of Delaware, whose address is 4222 1/2 S. Archer, Chicago
IL 60632 (herein "Lender").

The following paragraph preceded by a checked box is applicable:

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ XXXXXXXXXXXXXXXXXX which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated XXXXXXXXXXXXXXXXXX and extensions and renewals thereof, including those pursuant to any Renegotiable Rate Agreement, (herein "Note"), providing for monthly installments of principal and interest at the rate specified in the Note (herein "contract rate") (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges payable at Lender's address stated above, with the balance of the indebtedness, if not sooner paid, due and payable on XXXXXXXXXXXXXXXXXX

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 31900.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 4/9/87 and extensions and renewals thereof (herein "Note"), providing for a credit limit of \$ 31900.00 and an initial advance of \$ 31900.00.

TO SECURE to Lender the repayment of the indebtedness, including any future advances, evidenced by the Note, with interest thereon at the applicable contract rate (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges; 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:

Lots 39 and 40, in block one in subdivision of the west 1/2 of south east 1/4 in north east 1/4 of section 36, Township 38 north, range 14, east of third principal meridian Cook County, Illinois.

Parcel # 20-36-221-007 = LOT 40
BAO 20-36-221-008 = LOT 39
II

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LCP/LL

which has the address of 8125 S. Luella Chicago
(Street) (City)
Illinois 60617 (herein "Property Address") and is the Borrower's 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) are hereinafter 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, 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.

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[Handwritten signature]

DEFT-01
130003 TRAN 0245 04/14/87 13:53:00
44,25
44,25 COUNTY RECORDER
44,25 * - 87-197457

Specify Below This Line Recorded For Land and Recorder

[Signature]
Richard L. Panek
Notary Public

My Commission expires: 8/189

Given under my hand and official seal, this 9th day of April, 1987.

Appeared before me this day in person, and acknowledged that Peter M. Joseph, his wife Ella M. Joseph, are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, free voluntary act, for like uses and purposes therein set forth.

I, Richard L. Panek, a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS, COOK County ss:

Borrower

Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

20. Recesse. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

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11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 16 hereof. 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-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. 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 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 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.

13. Governing 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 Federal law to this Mortgage. 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 this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition prescribed in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered 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 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 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 give notice to Borrower 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 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 nonexistence 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 attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, 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 if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note 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 17 hereof, including, but not limited to, reasonable attorneys' 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.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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10. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment of modification of amortization of the sums secured by this Mortgage grantee by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrowers' successors in interest shall not be required to pay the sums secured by this Mortgage grantee by Lender to any successor in interest of Borrower shall not amortize to the extent of the sums secured by this Mortgage grantee by Lender to any successor in interest of Borrower and Borrowers' successors in interest to extend the time for payment of Borrower's obligations under this Note.

9. Comdemnation. 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 convenience 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 and shall be held by Lender, subject to the terms of any mortgage, deed of trust or other security agreement, held by Lender.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspectors of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifically reserving the right to inspect the chattel under Section 11-303 of the General Statutes.

Any amounts disbursed by Lender pursuant to this paragraph, without notice to Borrower, shall be deemed such amounts disbursed by this Mortgagor to Borrower for payment of payment of principal, interest, fees, costs, expenses or taxes of any kind, and Lender may apply such amounts to any of the above items in any manner it deems appropriate.

or if any action or proceeding is commenced which materially affects Lenders' interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appropriate disbursements, including reasonable attorney fees, and take such action as is necessary to protect Lender's interests.

Planning or governing the community or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. Preservation and Maintenance of Property; Lesseeshold; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of the Mortgagor's interest in the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a condominium unit

If the Property is abandoned by Borrower, or if Borrower fails to respond to a notice within 30 days from the date notice is mailed by Lender to Borrower, or if Lender's option either to restore it or to sell it at auction is exercised, Lender is authorized to collect the insurance proceeds at Lender's option either to settle a claim for insurance benefits, Lender is authorized to collect the insurance proceeds at Lender's option either to settle a claim for insurance benefits, or to restore it or to sell it at auction.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made by Borrower.

4. Prior Mortgages and Deed of Trust: C, 18; Gees; Lien; 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, including Borrower's obligations under any prior mortgage, deed of trust or other security agreement, if it is held by the same person as the holder of this Mortgage.

3. Application of Payment: All amounts received by Lender under this Note and paragraphs 1 and 2 hereof, then to interest and applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest and so forth.

If the due dates of leases, assessments, premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promissory repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lennder, prior to the future monthly installments of Funds payable prior to the time of application of the Funds held by Lennder, together with the sums received by Lennder, at the time of application of the Funds held by Lennder, no later than immediately prior to the sale of the Property or its acquisition by Lennder, any Funds held by Lennder, if under Paragraph 17(a) of the Property is sold or otherwise acquired by Lennder, Lennder shall apply, but if under Paragraph 17(b) of the Property is sold or otherwise acquired by Lennder, Lennder shall apply, to the sum received by Lennder.

to the Funds, Lender shall give to Borrower, without charge, an annual account showing credits and debits on the Funds, Lender shall give to Borrower, without charge, an annual account showing credits and debits to the Funds for which each debt is made. The Funds are pledged as additional security to the Funds, Lender shall give to Borrower, without charge, an annual account showing credits and debits to the Funds, Lender shall give to Borrower, without charge, an annual account showing credits and debits to the Funds for which each debt is made. The Funds are pledged as additional security to the Funds.

the Funds, and/or by said account of verifying and compiling said assessments and bills, unless lender pays Borrower interests 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 funds shall be paid to Borrower, and unless such agreement is made

If Borrower pays such payments to the holder of a prior mortgage or deed of trust or such holder is an institutional lender, makes such payments to the holder of a prior mortgage or deed of trust or such holder is an institutional lender.

of early premium instruments or hazard insurance, plus one-twelfth of yearly premium instruments for disabilities and one-half of yearly premiums for hospitalization.

The day following payments of the interest and principal due yesterday, the "Funds" equal to one-twelfth of the early taxes and assessments including condominium and planned unit developments, if any, plus one-twelfth

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender or the Note. Borrowers shall promptly pay when due all amounts required by the Note.

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