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This instrument was prepared by:
WICKETT, COLUMBUS
(Name)
7900 S. AUSTIN, BURBANK, IL 60459
(Address)

MORTGAGE

THIS MORTGAGE is made this .14TH. . . day of . APRIL .1987 . . .
19 . . . between the Mortgagor, CHRISTOPHER BROUGUET, & . . . CRYSTAL BROUGUET, JITS VIJFF . . .
. . . UNITED SAVINGS OF AMERICA . . . (herein "Borrower"), and the Mortgagee, . . .
existing under the laws of . . . STATE OF ILLINOIS . . . a corporation organized and
whose address is . . . 4730 West 79th Street - Chicago, Illinois 60652 . . .
. . . (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 92,069.99 . . .
which indebtedness is evidenced by Borrower's note dated APRIL .14 .1987 . . . and extensions and renewals
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness,
if not sooner paid, due and payable on MAY .13 .1992 . . .

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment
of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and
the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant
and convey to Lender the following described property located in the County of COOK . . . , State of
Illinois:

LOT 46 IN BLOCK 1 IN GLYNDOUR AVENUE ADDITION TO LAKE VIEW AND CHICAGO, A SUBDIVISION
OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

8721001S

CAO14-30-102-03P IT

3164 NORTH LEAVITT

which has the address of . . .
60618 . . .
[Street]
CHICAGO . . .
Illinois . . .
[Zip Code] (herein "Property Address");
[City]

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 seized of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower
covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,
subject to encumbrances of record.

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RECEIVED - 7/12/04 10:06:57

CHICAGO, IL 60649

7900 S. KEDRON, CHICAGO, IL 60649

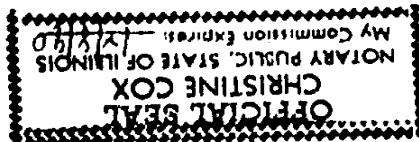
MAIL TO



57210015

(SACRIFICE BOND THIS DAY ISSUED FOR LENDER AND RECEIVED)

COOK COUNTY RECORDERS
NOTARY PUBLIC STATE OF ILLINOIS
TICKET NO. 1041 04/21/04 12:13:00
DEPT 01 RECORDING
11A 25



My Commission expires 12-31-04

Witness under my hand and affixed seal this 16th day of July 1999.

I, Christine Cox, Notary Public in and for said County and State, do hereby certify that I, [Signature], before me this day in person, and after being duly sworn, signed and delivered the said instrument as a free voluntary act, for the uses and purposes herein set forth.

personally known to me to be the same person(s) whose names(s) appear(s) subscribed to the foregoing instrument.

Christine Cox, Notary Public, State of Illinois, My Commission Expires 12/31/04

STATE OF ILLINOIS, COOK COUNTY, CLERK'S OFFICE

Borrower.....
Borrower.....
County.....
County.....
Clerk's Office.....
Clerk's Office.....

In witness whereof, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, if Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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

21. Waiver of Foreclosure, Borrower hereby waives all right of homestead exemption in the Property.

20. Release, Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower, but not limited to recording, if any.

20. Release, Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for those rents actually received.

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 attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

Upset 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

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10. Borrower Not Released; Forbearance By Lender Not A Waiver. 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. 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.

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 recordation 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, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, 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, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such action 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 or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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mein with a lien which has priority over this Note or its Mortgagor, and such other security as agreed to by the Lender.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequent, in connection with any condemnation or taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender or to any other holder of a claim for damages, direct or consequent, in connection with a lien which has priority over this Note or its Mortgagor, and such other security as agreed to by the Lender.

8. **Lawsuit.** Lender shall give Borrower notice prior to any such inspection specifying reasons of the Property.

Noticing is required in this paragraph, shall require Lender to make reasonable efforts upon and inspection of the Property, become additional indebtedness of Borrower secured by this Mortgagage, unless Borrower refuses payment in full, and Lender agrees to the Note rate, shall

any amounts distributed by Lender pursuant to this paragraph, with interest thereon, at the Note rate, shall

borrower's and Lender's written agreement to applicable law.

noticing is required until such time as the requirement for such insurance terminates in accordance with

terms of payment, such amounts shall be payable upon notice from Lender to Borrower requiring payment

become additional indebtedness of Borrower secured by this Mortgagage, unless Borrower refuses payment in full,

any amounts distributed by Lender pursuant to this paragraph, with interest thereon, at the Note rate, shall

Mortgage, or if any action or proceeding is commenced within fifteen days of the date of this Note, then

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this

8. **Preservation and Maintenance of Property Lessees.** Covenants planned under Development of the

Property is succeeded by this Mortgagor, or if Borrower, or if Lender's option either to restore, or if Lender is

notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for damage benefits, Lender is

authorized to collect and apply the insurance proceeds at Lender's option either to restore, or if Lender is

if the Property is abandoned by Borrower, or if the Lender within 30 days from the date

proof of loss is made promptly by Borrower.

in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make

or obtain security agreement with a lessor which has priority over this Mortgagage.

Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust

agreement to Lender and shall include a standard mortgage clause in a form acceptable to Lender,

that such approval shall not be unreasonable without cause. All insurance policies and renewals thereof shall be in a form

The insurance carrier providing the insurance shall be chosen by Lender, provided,

may receive and in such amounts and for such periods as Lender may require.

insured against loss by fire, hazards included within the term "standard coverage", and such other hazards as Lender

5. **Hazard Insurance.** Borrower shall keep the insurance carried over this Mortgagage, and pay all taxes,

assessments and other charges, taxes and impositions allocable to the Property which may arise under this

mortgage, provided, deed of trust or otherwise, Borrower shall perform all of Borrower's obligations

under this Note and other charges, taxes and impositions allocable to the Property which may arise under this

Borrower, when so applied by Lender, and then to the principal of amounts paid off by Lender by

the Note and paragraphs 1 and 2 hereto shall be applied by Lender first in payment of amounts paid off by

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

held by Lender at the time of application, or held by Lender prior to the sale of the Property or its acquisition by Lender,

upon payment in full of all sums secured by this Mortgagage, Lender shall promptly refund to Borrower any funds

Lender may receive.

they fail due, Borrower shall fail to render any amount necessary to make up the deficiency in one of more payments as

either payment, failure to render on monthly installments of Funds, if the amount of

taxes, assessments, insurance premiums and round rents as they fall due, after excess shall be paid to Borrower's option,

the due dates of taxes, assessments, insurance premiums and round rents, shall exceed the amount required to pay said

if the amount of the Funds held by Lender, together with the three monthly installments of Funds payable to

Funds are pledged as additional security for the sums secured by this Mortgagage.

the Funds showing credits and debits to the Funds and the purpose for which each deposit to the Funds was made, the

Borrower and interest on earnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting of

deposits and withdrawals, and Lender shall not be required to pay to Lender the amount deposited in the Funds as

they fail due, Lender shall not be sufficient to pay taxes, assessments, insurance premiums and round rents as

the Funds deposited to Lender to Borrower on monthly installments of Funds, if the amount of

either payment, failure to render on monthly installments of Funds, if the amount of

taxes, assessments, insurance premiums and round rents as they fall due, after excess shall be paid to Borrower's option,

the due dates of taxes, assessments, insurance premiums and round rents, shall exceed the amount required to pay said

if the amount of the Funds held by Lender, together with the three monthly installments of Funds payable to

If Borrower pays Funds to Lender, the Funds shall be held in an institution the depositor of which agrees to

deed of trust if such holder is an institutional Lender.

such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or

Lender on the basis of assessments and bills and reasonably estimable liability and from time to time by

premises, if any, plus one-twelfth of yearly premium insurance, plus one-twelfth of yearly

planned unit development assessments, if any) which may attain priority over this Mortgagage and round rents on the

in full, a sum (hereinafter "Funds") equal to one-twelfth of the yearly taxes and assessments including round rent and

to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid

indefinite evidence by the Note and late charges as provided in the Note.

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest

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