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THIS IS A SECOND MORTGAGE

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This instrument was prepared by:
FRANK L. LA MANTIA
WORTH. BANK AND. TRUST
6825 WEST 67TH STREET
WORTH., IL .60482.....
(Address)

MORTGAGE

BW 333

BOX 300 - C - L

THIS MORTGAGE is made this 29th day of June 1987, between the Mortgagor, Patrick G. O'Hare and Therese M. O'Hare, his wife
Worth Bank and Trust (herein "Borrower"), and the Mortgagee, a corporation organized and
existing under the laws of State of Illinois whose address is
6825 West 67th Street, Worth, IL (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTEEN THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 29, 1987 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 1991

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook State of Illinois:

Lot 101 in Charles J. Creed's Sub of part of the N 25 chains of the E 1/2 of the SW 1/4 of Section 36 and a Resub of Lots 1, 2 and part of Lot 3 and vacated streets adjoining said Lots in Beverly Park Sub in the SW 1/4 of Section 36, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded Sept. 13, 1950 as Doc. 14,901,298, in Cook County, Illinois. *SR/AR*

14 00

Permanent Real Estate Index Number: 19-36-317-023 *Jun*

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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which has the address of 2868, West, 85th, Street Chicago
Street City
... Illinois 60652.... (herein "Property Address");
State and Zip Code

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully 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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(See also below This Line Reserved for Lander and Recorder.)

AN OREGONIAN PAPER
NOTARY PUBLIC STATE OF OREGON
REGISTRATION CARD
REGISTRATION NUMBER
EXPIRATION DATE

My Commission expires:

The foregoing instrument was acknowledged before me this . . . 29th day of June, 1987
(Date) (Person signing) *[Signature]*
by . . . Peter Juk, G. A. Hafe, and Robert M. O. Hafe . . .

prior to entry of a judgment enjoining the Mortgagor 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 accrued; (b) Borrower cures all breaches of any other covenants 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 the proper collection of any sums due under this Mortgage and the Note and notes securing Future Advances, if any, had no acceleration accrued; (d) Borrower takes a nonaccelerating power of attorney for Lender; (e) Borrower pays all reasonable expenses incurred by Lender in accelerating the covenants and agreements of Borrower contained in this Mortgage and in the proper collection of any sums due under this Mortgage and the Note and notes securing Future Advances, if any, had no acceleration accrued; and (f) Borrower pays all reasonable expenses incurred by Lender in accelerating the covenants and agreements of Borrower contained in this Mortgage and in the proper collection of any sums due under this Mortgage and the Note and notes securing Future Advances, if any, had no acceleration accrued.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, 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 time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, then in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay 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, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge 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 writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. 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 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 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 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 renewals thereof, and Borrower shall promptly furnish to Lender all 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 by 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 feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the 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 30 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, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. 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.

6. 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 executed 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.

7. Protection of Lender's Security. If 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 bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take 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 terminates in accordance with Borrower's and

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If I ender, exercises such option to accelerate. I under 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 I under may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be as Lender shall require to Lender has waived the option to accelerate payment of this Mortgage at any time prior to the maturity date.

of execution or after recordation hereof.

end the provisions of the Mortgage and the Note are declared to be severable.

14. Notice. Except as provided under any notice required under this Article, notice given in writing to the Borrower or to the Lender shall be given by certified mail, return receipt requested, to the address of the Borrower or to the Lender as set forth in the Agreement or in any other writing furnished to the Borrower or to the Lender by the Borrower.

12. Remedies Cumulative. All remedies provided in this document are distinct and cumulative to any other right or remedy under this document.

13. Succession and Assigns. Joint and several liability for each party's obligations under this document shall survive its termination.

14. Remedies Cumulative. All remedies provided in this document are distinct and cumulative to any other right or remedy under this document.

by this Mortgagor granted by Lender to any successor in interest of Borrower and Borrower's successors in interest, Lender shall not operate to repossess, in any manner, the real property in interest of the original Borrower and Borrower's successors in interest, Lender shall not be liable to any such successor for any claim or cause of action arising out of or relating to the original Mortgagor's obligations under this Agreement.

such as pensionable benefits, etc., shall be excluded. Exclusion of the same for payment or modification of amortization of the amounts secured by Borrower, Ltd., shall be effective.

In the event of a property or personal injury, or in the case where the carrier is unable to determine whether the conduct of the insured has contributed to the occurrence of the loss, the carrier shall not extend liability to the insured under this policy.

Marketing fees 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, and still be paid to Lender.

9. Condemnation. The proceeds of any award or damage, 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 retained

any action or procedure.

amounts shall be payable upon notice from the holder to Barlowever requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time in accordance with the law.

maner provided under paragraph 2 hereof.