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This instrument was prepared by:
87377939 Household Finance Corporation III
(Name)
6821 W. 159th St. Tinley Park, IL 60477
(Address)

MORTGAGE

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 8th day of July, 19 87,
between the Mortgagor, Phillip J. McGovern and Mary L. McGovern, His Wife,
III (herein "Borrower"), and the Mortgagee, Household Finance Corporation
existing under the laws of Delaware, whose address is 6821 W. 159th St. Tinley
Park, IL 60477 (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. \$ XXXXXXXXXXXXXXXXXXXX, which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated XXXXXXXXXXXXXX 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 XXXXXXXXXXXX;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 76,000.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 07/08/87 and extensions and renewals thereof (herein "Note"), providing for a credit limit of \$ 76,000.00 and an initial advance of \$ 23,000.00;

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:

The Land Referred to in this Commitment/Policy is Situated in the State of Illinois, County of Cook Described as Follows:

LOT 586 IN PHASE C, ORLAND GOLF VIEW UNIT 7 A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL NUMBER: 27-14-410-045 ✓

HEO *gc*

6362628

which has the address of 8100 Bayhill Ct. Orland Park
(Street) (City)
Illinois 60462 (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 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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COOK COUNTY RECORDER
#0872 # 4 - 87-377939
T#11111 TEL# 8204 07/09/87 11:07:00
DEPT-0 RECORDING \$14.00

(Space Below This Line Reserved For Lawyer and Recorder)

My Commission Expires:
"OHMGAL SEAL"
Jeffrey Mark Ruitz
Notary Public, State of Illinois
My Commission Expires 7/18/90

Given under my hand and official seal, this 8th day of July, 1987.

I, J. M. Kutz, a Notary Public in and for said county and state, do hereby certify that
personally known to me to be the same person(s) whose name(s) are _____ subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as
free voluntary act, for the uses and purposes therein set forth.

Philip J. McGovern, His wife
Mary L. McGovern
County ss:

STATE OF ILLINOIS, COOK
Mary L. McGovern
Philip J. McGovern
- Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

20. 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.
21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or
Federal law.

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

1. Payment of Principal and Interest at Variable Rates. This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments 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 (including condominium and planned unit development assessments, if any) 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. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly return to Borrower any funds held by Lender. If under paragraph 17 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, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. All payments received by Lender under the terms of paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. Prior Mortgages and Deed of Trust; Charges; Liens. 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 covenants to make payments when due. Borrower shall pay 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.

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.

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 insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

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.

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.

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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, 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. 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

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of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 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 any rents collected by the receiver which shall be applied first to payment of the costs of management 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 account only for those rents actually received.

Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration

other countries or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses of Borrower in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in defending the same in any action or proceeding.

to Borrower's Breach, Borrower shall have the right to have any time discounted under this Note had no acceleration occurred; (b) Borrower pays less under this Note than the amount due under this Note prior to entry of a judgment enjoining this Note from collection; (c) Borrower fails to pay all sums which would be then due under this Note had the Note had no acceleration occurred; (d) Borrower cures all breaches of any provision of this Note.

reasonable attorney's fees and costs of documentation, preparation and filing of the documents required by this Mortgage due to him.

The notice shall further inform Borrower of the right to renegociate after acceleration and the right to assess interest in the foreclosed property if any other defaulter or any other deferee of Borrower to accelerate and foreclose. If the proceeding the notice shall further inform Borrower of the right to accelerate and foreclose if any other defaulter or any other deferee of Borrower to accelerate and foreclose. If the proceeding

(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) a date falling on or before the date specified in the notice.

by paragraph 17 hereof.

In an extraordinary circumstance within the period of such period, such notice may be given to the Borrower at any time during such period or thereafter, prior to the date when the amount of the sum demanded by the Borrower exceeds the amount of the sum paid by the Borrower.

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.

borrows, Borrower will cause to be submitted this Note to arbitration by Lesherd to determine the transaction as it stands now, based upon what were being done to effect the transfer.

in the 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 (ii) any other transfers of interest in regularities prescribed by the Federal Home Loan Bank Board.

(B) a transfer of real property from a decedent to a devisee or a donee under a will or by operation of law.

16. Transfer of title to Borrower sells or transfers all or any part of the Property or an interest therein made to the Property.

reduces Borrower's incentive and deliver to Lender, in a form acceptable to Lender, an assignment of rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements or developments which Borrower may have agreed to Lender.

of execution or after recordation hereof.

14. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time and place where the note and mortgage are executed.

In the event that any provision of this Mortgage or the Note shall be declared to be seizable, As used herein, "costs," "expenses," to this end the provisions of this Mortgage and the Note shall be declared to be seizable. As used herein, "costs," "expenses,"

13. Government Law; Severability. The foregoing sentence shall not limit the applicability of Federal law to this jurisdiction in which the Property is located. The Mortgage shall be the laws of the state and local laws applicable to this Mortgagor.

(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 to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when given in writing to Lender.

provided for in this Mortgage shall be given by delivery of such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate to Lender as provided herein, and provided that in such notice Borrower may notice to Lender that Borrower has received a copy of the notice of acceleration.

forbear, or make any other accommodation without regard to the terms of this Mortgage or the Note without that Borrower's consent, or make any other modification of this Mortgage to the Note without the written consent of another Borrower.

the Note or under this Mortgage, and (c) Agrees that Lender and any other Borrower hereunder may agree to extend, modify, or change the terms of this Mortgage, (d) is not personally liable on

shall bind, and the rights hereunder shall survive to, the respective successors of Borrower, and assigns of Lender and several Borrower, subject to the provisions of Paragraph 16 hereof. All comments and agreements of Borrower shall be joint and several. Any Borrower shall be liable to Mortgagor for payment of the Note, notwithstanding the death or incapacity of any of them.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained