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This instrument was prepared by:

B. Z. JAHNS

RICHARD J. JAHNS

(Name) 5133. WEST. FULLERTON

(Address)

CHICAGO, ILL. 60639

MORTGAGE

87392406

THIS MORTGAGE is made this . . . 1ST . . . day of . . . JUNE . . . 1987 . . . between the Mortgagor, FRANK J. MURRAY AND JOAN MURRAY, HUSBAND AND WIFE . . . (herein "Borrower"), and the Mortgagee . . . CRAGIN, FEDERAL SAVINGS AND LOAN ASSOCIATION . . . a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA . . . whose address is . . . 5133 W. FULLERTON AVENUE . . . CHICAGO, ILLINOIS 60639 . . . (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 14000.00 . . . which indebtedness is evidenced by Borrower's note dated JUNE 01, 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 JULY 01, 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 32 AND THE NORTHEAST ONE HALF (1/2) OF LOT 31 IN GEORGE C. HIELD'S FOREST GLEN SUBDIVISION IN THE NORTH ONE HALF (1/2) OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX #13-09-125-019 (all)

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which has the address of 5344 N. LOCKWOOD . . . CHICAGO . . .
 [Street] [City]
 Illinois . . . 60639 . . . (herein "Property 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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RETURN TO BOX 403

(Space Below This Line Reserved for Lender and Recorder)

Property of Cook County
Courts Office

JUL-16-87 66094 87392406 1R - A 14.00

My Commission expires: 8-28-87
Given under my hand and official seal, this 1st day of JUNE 1987.

FRANK J. MURRAY, a Notary Public in and for said County and State, do hereby certify that
I, FRANK J. MURRAY AND JUAN MURRAY, HUSBAND AND WIFE,
personally known to me to be the same persons whose name(s) appear before me this day in person, and each acknowledged that he/she subscribed to the foregoing instrument as
the free voluntary act, for the uses and purposes herein set forth.

STATE OF ILLINOIS, County ss:

JUAN MURRAY

FRANK J. MURRAY

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, at 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.

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

21. Writer of Homestead, Borrower hereby waives all right of homestead exception in the Property.
charge to Borrower, Borrower shall pay all costs of recordation, 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 receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the property in accordance with those past due.

If 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 in accordance with those past due.

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10. Borrower Not Released; Forbearance By Lender; Note Waiver. Exercise 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. ~~as his principal residence or~~

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 for the amount of any household 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 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 or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to otherwise add additional indebtedness of Borrower secured by this Mortgage, Lender and Lender's heirs, successors and assigns, shall have the right to sue in any court of law or in any arbitration proceeding to collect any amounts due under this Note.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this mortgage, or if in any action or proceeding which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such advances, disbursing sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgagor to assume his Mortgagor, Borrower shall pay the premium required to terminate such insurance in effect until such time as the premium is paid by Lender.

or to the sums secured by this Mortgagor.

6. Pre-emption and Right-of-first-refusal of Properties: Leasesholds; Conditional Leases; Developmental Leases; Planned Units; Developments; Borrower shall keep the Properties in good repair and shall not commit waste or permit impairment of the power which the Properties have to produce if any lease of this Mortgagor is on a leasehold. If this Mortgagor is on a unit in a condominium or a planned unit development, Borrower shall develop all of Borrower's obligations under the declaration of conditions creating or governing the condominium or planned unit development documents, the by-laws and regulations of the condominium or planned unit development, and constitute documents.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date proof of loss is not made promptly by Borrower, 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 as Lender's option either to rescind or to pair of the Property

The insurance carrier providing the insurance shall be chosen by the trustee subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies 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 issued in favor of and in a form acceptable to Lender under this Agreement over this Mortgagor. Lender may make other security agreements with a lien which has priority over this Mortgage.

insured against loss by fire, hazards included within the term „extinguished coverage”, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

Mortgagee, and leaseholder payments or ground rents, if any.

Borrower under Paragraph 4 of Deeds of Trust, Cllr. Ag. 1/2/1993, and the parties agree to the terms set out in the Schedule.

the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

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 1, hereof the Property is sold or the Property is otherwise acquired by Lender, any Funds held by Lender at the time of application as credit against the sums secured by this Mortgage, shall be held by Lender until later than ninety (90) days prior to the sale of the Property or its acquisition by Lender. Any Funds held by Lender shall be held by Lender for a period of one year from the date of the sale of the Property or its acquisition by Lender.

The Funds shall incur credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are held as additional security for the sums secured by this Mortgage.

insured or guaranteed by a Federal or state agency (including Leander if Leander is such an institution); Leander shall supply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Leander may not charge for so holding and applying the Funds to pay said taxes, assessments, insurance premiums and ground rents, unless an interest in Leander is made or agreed to by the Fund, Leander shall give to the Fund the amount of the interest in Leander held by the Fund.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are held of trust in such holder is an institutional lender.

In full, a sum (the *return*, "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may then probably exceed the amount paid into the pension fund by the members of the association, plus the amount of principal which the members have paid into the pension fund, will be considered as the *equity* (or *Funds*) available to pay the debts of the association.

1. Payments of Principal and Interest. Borrower shall promptly pay when due the principal and interest, and/or premiums ever due by the Notee and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to a written waiver by Lender, Borrower shall pay funds of the Notee for taxes and insurance of structures or fixtures under the Note is paid.