

AM
THIS IS A SECOND MORTGAGE

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LOAN# 10376-ST

This instrument was prepared by: Rhonda M. Gullion
NORWOOD FEDERAL SAVINGS BANK.....
(Name)
5813 N. Milwaukee Avenue.....
Chicago, IL 60648.....



MORTGAGE

88535246

THIS MORTGAGE is made this . . . 3rd . . . day of . . . November . . . 1988 . . . between the Mortgagor, . Michael A. Mullen, and Joanne E. McGowan, his wife . . . (herein "Borrower"), and the Mortgagee, NORWOOD FEDERAL SAVINGS BANK . . . a corporation organized and existing under the laws of the United States of America . . . whose address is . . . 5813 North Milwaukee Avenue - Chicago, Illinois 60648 . . . (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$. 41,000.00 . . . which indebtedness is evidenced by Borrower's note dated November 3, 1988 . . . 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 February 15, 1989 . . .

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:

Lots 61, 62, and the south 1/2 of Lot 63 and the west 1/2 of the vacated alley lying east of and adjoining to Lots 61, 62, and the south 1/2 of Lot 63 in the subdivision of block 6 of Shannon and Canfield's subdivision of a part of the east 1/2 of the southwest 1/4 of Section 35, Township 41 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois.

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PTN: 09-33-311-061

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: DEPT-4 RECORDING \$15.25
: T#2222 TRAN 5530 11/18/88 15:27:00
: #8998 *-88-535246
: COOK COUNTY RECORDER

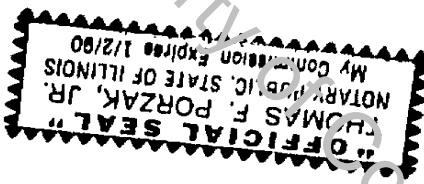
which has the address of . . . 833 S. Clifton Avenue . . . , Park Ridge, . . .
(Street) (City)
Illinois . . . 60068 . . . (herein "Property Address");
(Zip Code)

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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(SPECIAL BULLETIN THIS LINE RELEASED FOR LEADERS AND RECORDERS)



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My Commission expires:

Given under my hand and official seal, this day of .. November .. 1988.

STATE OF ILLINOIS, . . . Cook County,

TO ANNE E. MCGOWAN

MICHAEL A. MULLEN

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 of other foreclosure action.

REGU^{LS} FOR NOTICE OF DEF^{LT}
AND FOR CLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

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 parts of the Property held and collected by the receiver shall be applied first to payment of the costs of managing the Property past due. All rents collected shall be received by the receiver shall be limited to the receiver's fees, premiums on receivers' fees, and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to bonds and reasonable attorney's fees, and then to the rents actually received.

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10. Borrower Not Released; Forbearance By Lender Not A Waiver. Cancellation 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 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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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 if the Note has priority over the holder of the Property.

8. **Lapse.** Lender may make cause to be made reasonable expenses upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable expenses related to Lender's interest in the Property.

7. **Assignment.** Lender may make cause to incur any expense of the Property, or for conveyance in lieu of condemnation, or for other purposes, to take any action hereunder.

6. **Borrower's Additional Indemnity.** Borrower shall be liable to Lender to pay reasonable compensation for damage to Lender's interest in the Property, resulting from any act or omission of Borrower, or any amounts disbursed by Lender pursuant to this paragraph, unless Borrower and Lender agree to otherwise become additional indemnities of Borrower secured by this Mortgage.

5. **Mortgagee's Option.** Upon notice to Borrower, may make such appraisals, disburse such sums, including reasonable attorney fees, and take such action as is necessary to protect Lender's interest, if Lender required mortgagor to make payment of principal, interest, taxes, and insurance premiums in accordance with the terms of this Mortgage.

4. **Preferential and Maturing of Properties; Leaseholds; Condemnations; Planned Unit Developments.** Borrower's and Lender's written agreement that Lender shall give Borrower notice to be made reasonable expenses of the Property, provided that Lender's rate, at the Note rate, shall

maturing such insurance in effect until such time as the premium is terminated in accordance with insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to reasonably amortize the loan, and take such action as is necessary to protect Lender's interest, if Lender required mortgagor to make payment of principal, interest, taxes, and insurance premiums in accordance with the terms of this Mortgage.

3. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Note, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then

2. **Payment of Premiums.** Borrower shall pay when due the principal and interest

1. **Performance of Covenants.** Borrower and Lender covenant and agree as follows:

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LOAN# 165576-57

DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this 3rd, day of November, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Norwood Federal Savings Bank (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

833 S. Clifton Avenue, Park Ridge, IL, 60068
(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

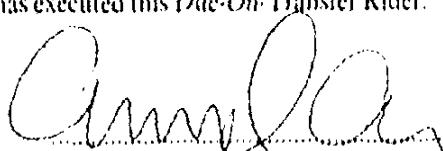
16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument 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 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.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

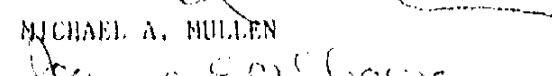
IN WITNESS WHEREOF, Borrower has executed this Due-On-Transfer Rider.



MICHAEL A. MULLEN

.....(Seal)

Borrower



JOANNE E. MCGOWAN

.....(Seal)

Borrower

68535246