

UNOFFICIAL COPY

This instrument was prepared by:  
DILNA MELLENDEZ (HARBOR FINANCIAL)  
(Name)  
1070 SIBLEY BLVD., CALUMET CITY, IL. 60409  
(Address)

88541767

**MORTGAGE**  
#1929

THIS MORTGAGE is made this 4TH day of NOVEMBER, 1988, between the Mortgagor, SALLIE EASTERLING AND SHARON EASTERLING, (herein "Borrower"), and the Mortgagee, HARBOR FINANCIAL GROUP, a PARTNERSHIP organized and existing under the laws of THE STATE OF ILLINOIS, whose address is 1070 SIBLEY BLVD., CALUMET CITY, IL. 60409 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 10,000.00 which indebtedness is evidenced by Borrower's note dated NOVEMBER 4, 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 NOVEMBER 9, 1998;

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 16 (EXCEPT THE NORTH 18 FEET THEREOF) AND LOT 17 (EXCEPT THE SOUTH 2 FEET THEREOF) IN BLOCK 38 IN THE SOUTH LYNN BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-19-218-033

which has the address of 6538 S. HONORE CHICAGO  
[Street] [City]  
Illinois 60636 (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.

ILLINOIS—SECOND MORTGAGE—1/80—FNMA/FNLMC UNIFORM INSTRUMENT

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5/11/88

account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all cost of recordation, if any.

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

UNOFFICIAL COPY

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

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.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed: SALLIE EASTERLING (Borrower), SHARON EASTERLING (Borrower)

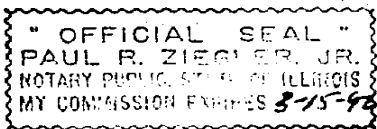
STATE OF ILLINOIS, COOK County ss:

I, PAUL R. ZIEGLER, JR., a Notary Public in and for said county and state, do hereby certify that SALLIE EASTERLING, M.O. SHARON EASTERLING 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 their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of NOVEMBER, 1988

My Commission expires:

Signed: Paul R. Ziegler, Jr., Notary Public



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14.00

(Space Below This Line Reserved For Lender and Recorder)

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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 and interest

2. Funds for Taxes and Insurance: Subject to applicable law or a written 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

plumbed with development assessments, if any) which may accrue 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 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 date 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 paid to Borrower or credited to Borrower on a monthly installment 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 refund 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 by Lender, any Funds

held by Lender at the time of application of 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 in payment of amounts payable to Lender by

Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges: Lender, 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 accrue or be paid 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 and in such amounts and for such periods 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: Bor-

rower 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 regula-

tions 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 action as is necessary to protect Lender's interest in the

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 Lender's written agreement or applicable law.

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 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 agree-

ment with a lien which has priority over this Mortgage.

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".

which has the address of 6538 S. HONORE (Street) CHICAGO (City) Illinois (Zip Code) 60636 (herein "Property Address");

PIN: 20-19-218-033

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MORTGAGE #1929

This instrument was prepared by: DIANNA MELINDEZ (HARBOR FINANCIAL), 1070 SIBLEY BLVD., CALUMET CITY, IL, 60409 (Address)

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