

UNOFFICIAL COPY

83-591155

MORTGAGE

TMS MORTGAGE NUMBER

231230 4

DECEMBER 15, 1988

12620 S HARVARD; CHICAGO, 91, 60628
Property Address City State Zip Code

CHARLES PERRY JR AND GEORGIA L PERRY; HUSBAND AND WIFE
Borrower(s) Borrower(s) Address if different from Property Address

TRAVELERS MORTGAGE SERVICES, INC 1S 660 MIDWEST RD, STE 100, OAKBROOK TERRACE, IL 60181
Lender Lender Address

Table with columns: PRINCIPAL BALANCE (the amount you borrowed), PAYMENT AMOUNTS AND TIMES (your monthly payments), First Payment US \$, Other Payments US \$, First Payment Date, Final Payment Date. Values include 63,680.50, 778.67, 1/20/89, 12/20/2003.

THIS MORTGAGE is made today between the Borrower, of the name and address shown above (herein "Borrower"), and the Lender shown above, " A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF NEW JERSEY," with an address shown above (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the amount of the Principal Balance shown above, which indebtedness is evidenced by Borrower's note dated the same date as this Mortgage and extensions and renewals thereof (herein "Note"), providing for monthly installment of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the Final Payment date shown above.

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 and Lender's successors and assigns the following described property which has the address shown above (herein "Property Address"):

Property Tax Index Number: 25-28-434-019

LOT 6 IN BLOCK 8 IN FRANK R. LIVES RESUBDIVISION OF LOTS 15, 16, 17 AND 18 IN ANDREWS' SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 AND OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 28, NORTH OF INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

NANCY A KNUDSON

Travelers Mortgage Services, Inc. Terrace Oaks One, 15660 Midwest Road, Oakbrook Terrace, Illinois 60181

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, 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 for 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.

ILLINOIS -- SECOND MORTGAGE - 11/87 -- modified INSTRUMENT

RECORD DATA 33022636 DEC 14 1988

83-591155

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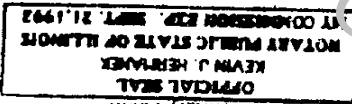
88581155



Travelers Home Equity Centers  
One Terrace Oaks Building  
Suite 200  
1 S. 660 Midwest Road  
Oakbrook Terrace, IL 60181

PLEASE MAIL TO:

(Space Below This Line Reserved For Lender and Recorder)



My Commission expires:

*[Handwritten Signature]*  
Notary Public  
City of DECATUR  
19 88

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1988

free voluntary act, for the uses and purposes therein set forth  
personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ appeared before me this day in person, and acknowledged that \_\_\_\_\_ subscribed to the foregoing instrument as \_\_\_\_\_

I, KEVIN J. HENNEKER, Notary Public in and for said county and state, do hereby certify that  
CHARLES PERRY JR AND GEORGIA L. PERRY, HUSBAND AND WIFE

STATE OF ILLINOIS  
County ss: \_\_\_\_\_

CHARLES PERRY JR (Seal)  
GEORGIA L. PERRY (Seal)  
-Borrower  
-Borrower  
-Borrower  
-Borrower

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 DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

20 Release: Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording it and  
21 Waiver of Homestead: Borrower hereby waives all rights of homestead exemption in the Property.

# UNOFFICIAL COPY

**1. PURPOSES:** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest:** Borrower shall promptly pay to Lender the principal and interest in accordance with the terms of the Note and the Mortgage. The Note and the Mortgage shall be subject to the terms of any mortgage, deed of trust or other security agreement assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement.

**2. Funds for Taxes and Insurance:** Lender shall require Borrower to pay to Lender the amount of any taxes and insurance premiums payable by Borrower for the Property and the Property. Lender shall require Borrower to pay to Lender the amount of any taxes and insurance premiums payable by Borrower for the Property and the Property. Lender shall require Borrower to pay to Lender the amount of any taxes and insurance premiums payable by Borrower for the Property and the Property.

**3. Application of Payments:** Lender's applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender under the Note and paragraph 1 and 2 hereof, and then to the principal of the Note.

**4. Prior Mortgages and Deeds 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 obligations to make payments thereunder. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Mortgage, and household 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 for restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property:** Lender shall require Borrower to maintain the Property in good repair and shall keep the Property in good repair and shall not commit waste 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 leasehold, 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 consistent 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 appearance, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest in the Property. Lender may 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 requiring payment thereof.

**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.

UNOFFICIAL COPY

88-501155

MORTGAGE

TMS

MORTGAGE NUMBER

231230 4

DECEMBER 15, 1988

12620 S HARVARD; CHICAGO, 9L 60628  
Property Address City State ZIP

CHARLES PERRY JR AND GEORGIA L PERRY; HUSBAND AND WIFE  
Borrowers

TRAVELERS MORTGAGE SERVICES, INC 1S 660 MIDWEST RD, STE 100, OAKBROOK TERRACE, IL 60181  
Lender Lender address

PRINCIPAL BALANCE (the amount you borrowed)	PAYMENT AMOUNTS AND DATES (your monthly payments)	First Payment		Other Payments	
		U.S. \$	Day	U.S. \$	Day
63,680.50		778.67	1/20/89	778.67	12/20/2003

THIS MORTGAGE is made today between the Borrower, of the name and address shown above (herein "Borrower"), and the Lender, hereinafter "A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF NEW JERSEY," with an address shown above (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the amount of the Principal Balance shown above, which indebtedness is evidenced by Borrower's note dated the same date as this Mortgage and extensions and renewals thereof (the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness at maturity paid in one and payable on the Final Payment date shown above.

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, as provided in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements in Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successor, and assign the following described property, which has the address shown above (herein "Property Address"):

Property Tax Index Number 25-28-434-019

LOT 6 IN BLOCK 8 IN FRANK R. IVES SUBDIVISION OF LOTS 15, 16, 17 AND 18 IN ANDREWS' SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 AND OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 28, NORTH OF INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO NANCY A KNUDSON

Travelers Mortgage Services, Inc. Terrace Oaks One, 15660 Midwest Road, Oakbrook Terrace, Illinois 60181

TO HAVE AND TO HOLD unto Lender and Lender's successor, and assigns, forever, together with all the rights and benefits in and to the same, unto Lender and Lender's successor, and assigns, forever, of the premises hereinafter described on the property, and all easements, rights, appurtenances and benefits in and to the same, unto Lender and Lender's successor, and assigns, forever, and remain a part of the property covered by this Mortgage, and all of the terms, conditions and covenants of this Mortgage, in a leasehold estate in this Mortgage, hereinafter referred to as the "Property".

Borrower warrants that Borrower lawfully owned the estate hereby conveyed in the Property, that Borrower is the owner of the Property, and that the Property is unencumbered, except for an encumbrance in favor of Borrower, and that Borrower warrants and will defend generally the title to the Property against all claims and demands, and all other encumbrances of record.

RECORD DATA  
33022636  
DEC 14 1988

88-501155

# UNOFFICIAL COPY

20 Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and 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 rights of homestead exemption in the Property.

## 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.

\_\_\_\_\_  
*Charles Perry Jr.*  
 CHARLES PERRY JR. (Seal) --Borrower

\_\_\_\_\_  
*Georgia I. Perry*  
 GEORGIA I. PERRY (Seal) --Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal) --Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal) --Borrower

STATE OF ILLINOIS \_\_\_\_\_ County ss:

I, Kevin J. Hermank, Notary Public in and for said county and state, do hereby certify that CHARLES PERRY JR AND GEORGIA I. PERRY, HUSBAND AND WIFE 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 T he Y 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 14<sup>TH</sup> day of DECEMBER 1988

My Commission expires:

*Kevin J. Hermank*  
 Notary Public  
**OFFICIAL SEAL**  
**KEVIN J. HERMANEK**  
**NOTARY PUBLIC STATE OF ILLINOIS**  
**MY COMMISSION EXP. SEPT. 31, 1993**

\_\_\_\_\_  
(Space Below This Line Reserved For Lender and Recorder)

PLEASE MAIL TO:

Travelers Home Equity Centers  
One Terrace Oaks Building  
Suite 200  
1 S. 860 Midwest Road  
Oakbrook Terrace, IL 60181



88581155

*H. Neal*



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, 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 past due. All rents collected by the receiver shall be applied first to payment of the costs of the management of the Property, then to the principal of the debt secured by this Mortgage, and then to the interest thereon. The receiver shall be liable to the lender and to the mortgagor for the same.

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 if any time prior to entry of a judgment enforcing this Mortgage (a) Borrower pays Lender all sums which would be 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 attorney's fees; and (d) Borrower takes such other action as Lender may reasonably require to ensure 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. Lender shall continue to have the right to enforce this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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 may, at its option, 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 attorney's fees, and costs of documentary evidence, abstracts and title reports.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest improvements made to the Property. Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under this Mortgage at the time of execution or after recordation hereof.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Mortgage at the time of execution or after recordation hereof.

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.

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.

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 10 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 Borrower's interest in the Property.

COPY 10-10-00

NOTARY PUBLIC STATE OF TEXAS  
MORTGAGE RECORDATION DIVISION  
1011 WEST WASHINGTON ST. SUITE 1100  
DALLAS, TEXAS 75201