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88239901

This instrument was prepared by:
1ST NATL BK OF HOFFMAN EST
(Name)
2200 W. HIGGINS RD.
HOFFMAN ESTATES, IL 60195

MORTGAGE

THIS MORTGAGE is made this 7th day of MAY, 1988, between the Mortgagor, DOUGLAS R. ELLSWORTH AND JOANNE M. ELLSWORTH, HIS WIFE, AS JOINT TENANTS, (herein "Borrower"), and the Mortgagee, FIRST NATL BK OF HOFFMAN ESTATES, (herein "Lender"), a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 2200 WEST HIGGINS ROAD, HOFFMAN ESTATES, IL 60195, (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S.\$ 20,000.00, which indebtedness is evidenced by Borrower's note dated MAY 7, 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 MAY 7, 1983.

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 5 IN BLOCK 20B IN THE HIGHLANDS WEST AT HOFFMAN ESTATES XXIII BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF FRACTIONAL SECTION 5 AND PART OF THE NORTHEAST 1/2 OF SECTION 8 AND PART OF THE WEST 1/2 OF THE NORTH WEST 1/2 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HOFFMAN ESTATES, ACCORDING TO THE PLAT THEREOF REGISTERED MAY 24, 1983 AS DOCUMENT 22 72 742 AND RECORDED ON MAY 24, 1986 IN THE RECORDER'S OFFICE AS DOCUMENT 18 838 547 IN COOK COUNTY, ILLINOIS
PIN # 07-09-110-001

88239901

which has the address of 1150 LANCASTER LANE,
[Street]
ILLINOIS, 60195, (herein "Property Address");
[Zip Code]

HOFFMAN ESTATES

[City]

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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RECEIVED
MAY 1 1980
COOK COUNTY CLERK'S OFFICE
CHICAGO, ILLINOIS

1980 JUN - 7 1980 47

TRUSTEES' STATEMENT	
CITY OF CHICAGO	
STATE OF ILLINOIS	
BOX 98	
8823990	
L.T.I.	

(Space Below This Line Reserved for Lender and Recorder)

My Commission expires:
Given under my hand and official seal, this _____ day of May, 1980.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF MAY, 1980.
DUELLAS R. ELLSWORTH AND JOANNE M. ELLSWORTH HIS WIFE
VICTORIA TZUMAS A Notary Public in and for said county and state, do hereby certify that
they personally known to me to be the same person(s) whose name(s) are
affixed below, before me this day in person, and acknowledged that they signed and delivered the foregoing instrument
free voluntarily, for the uses and purposes herein set forth.

STATE OF ILLINOIS, COOK
County ss:
Borrower..... JOANNE M. ELLSWORTH
Borrower..... DUELLAS R. ELLSWORTH
X (L) (B) (L) (C)
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.

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

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
20. Recesse. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without
account only for those rents actually received.
charge to Borrower. Borrower shall pay all costs of recordation, if any.

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10. Borrower Not Released; Forbearance By Lender Note. 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.

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 or a Beneficial Interest /.. Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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.

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 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

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9. Compensation. The proceeds of any award of damages, direct or consequential, in connection with any nondemand or other taking of the property, or part thereof, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to lessee, subject to the terms of any mortgage, deed of trust or other security agreement.

provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor.

Noticing contained in this paragraph shall require Landlord to incur any expense or take any action hereunder.

Any amounts disbursed by Lender pursuant to this paragraph 2, with interest thereon, in 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 regarding payment

Borrower's and Lender's written agreement or applicable law.

7. Protection of Lenders' Security. If Borrower fails to perform in the agreements and agreements contained in this Article to the satisfaction of Plaintiff and its designees and does not cure such default within

In a condominium or a planned unit development, however, there is no commonality of ownership, the by-laws and regulations

6. Preservation and Maintenance of Property; Leaseholders; Condominiums; Planned Law Developments. Power shall keep the property in good repair and shall not commit waste or permit misappropriation or deterioration of the property and shall comply with the provisions of any lease it has. Mortgagor is on a leasehold. This mortgagee is so in a unit

authorised to collect and apply the insurance premiums as Lenders' option either to restoration or repart of the Property or to the sums received by this Mortgagor.

If the property is abandoned by Borrower, or if Borrower fails to respond to Lender's written demand within 30 days from the date of loss or damage, Lender may file suit to settle a claim for damages before the appropriate court.

The insurance carrier providing the insurance shall be chosen by a trustee appointed to approve of his transfer, provided, that such approval shall not be unnecessary withheld. All insurance premiums and renewals thereafter shall be in a form acceptable to Lender and shall include a standard mortgage clause in a form acceptable to Lender. All insurance premiums and renewals thereafter shall be in a form acceptable to Lender and shall include a standard mortgage clause in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals deposited, subject to the terms of any mortgage, dead or alive security agreement with a loan which has priority over this Mortgage.

5. Hazard Insurance. Borrower shall keep the type of insurance now existing or hereafter agreed upon the property insured against loss by fire, hazards included within the term "excluded coverage", and such other hazards as lender may require and in such amounts and for such periods as lender may require.

4. Prior Mortgages and Deeds of Trust if prior mortgages or deeds of trust were placed on the property by another party, the Borrower shall perform all of the obligations associated with those documents.

3. Application of margins. Once a procedure has been established, it is important to maintain consistency.

Lender may repossess: Upon payment in full of all sums secured by this Mortgage, Lender shall promptly return to Borrower any funds held by Lender. It under paragrapg 12 hereof the Property is sold or the Property is otherwise acquired by Lender held by Lender, no later than ninety (90) days prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application for credit against the sums secured by this Mortgage.

If the amount of funds held by funds held by Leander, together with the future monthly installments of funds payable prior to the date of taxes assessments, immature premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, immature 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 Leander shall not be sufficient to pay taxes, assessments, immature premiums and ground rents as they fall due, Borrower shall pay to Leander any amount necessary to make up the deficiency in one or more of more payments as they fall due.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the depositors of which are insured or guaranteed by a Federal agency including Lender if Lender is such an institution, Lender shall apply and apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding the Funds to pay said taxes, assessments, insurance premiums and ground rents and Lender shall account or verify and compiling said assessments and bills, unless Lender says 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 Masteragreement that interest on the Funds shall be paid to Borrower, 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 propose for which each debit to the Funds was made. The Funds shall be held in an institution the depositors of which are insured or guaranteed by a Federal agency including Lender if Lender is such an institution, Lender shall account or verify and compiling said assessments and bills, unless Lender says 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 Masteragreement that interest on the Funds shall be paid to Borrower, 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 propose for which each debit to the Funds was made.

Planned unit development assessments, if any) which may affect priorage over this Mortgagor and ground rents on the property, if any, plus one-twelfth of yearly premiums insurances for hazard insurance, plus one-twelfth of yearly premiums for mortgage insurance, if any, all as reasonable estimates thereof; Borrower shall not be obligated to make such payments on the basis of assessments and bills and reasonable estimates thereof; Borrower shall not be liable for any damage or loss resulting from the acts or omissions of the trustee or any other person holding title to the property in trust, or for any other reason, except as provided in the instrument creating the trust.

indebtedness evidenced by the Note and late charges as provided in the Note.