

UNOFFICIAL COPY

89418002



This instrument was prepared by: Philip J. Sheehan, Vice President HORIZON FEDERAL SAVINGS BANK 85 Glencoe Road, Hubbard Woods, IL 60093 (Address)

MORTGAGE

THIS MORTGAGE is made this 24TH day of August 1989, between the Mortgagor, Andrew W. Benson and Barbara D. Benson, (J) (herein "Borrower"), and the Mortgagee, Horizon Federal Savings Bank, a corporation organized and existing under the laws of the United States of America, whose address is 1210 Central Avenue, Wilmette, Illinois 60091 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ Fiftenn Thousand and no/100 (\$15,000.) which indebtedness is evidenced by Borrower's note dated August 24, 1989 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 August 25, 1996;

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 6 in Willowdale, being a consolidation of all the lots and Vacated Alleys in Blocks 3, 4, 7 and 8 (except Lots 1 to 11, in Block 4 and Lots 10 to 39, in Block 8) together with vacated streets or vacated parts thereof adjoining said lots and blocks in Vernamo, a subdivision of the North West 1/4 of the South West 1/4 of Section 20, Township 42 North, Range 13 East of the Third Principal Meridian, and the East 1/4 of the North East 1/4 of the South East 1/4 of Section 19, Township 42 North, Range 13 East of the Third Principal Meridian, also that part of vacated Sunset Road in Wynwood Manor, a subdivision of the North 1/3 of the South West 1/4 of the South West 1/4 of said Section 20, lying West of the Center Line of Auburn in said Vernamo Subdivision extended South in the Village of Winnetka, in Cook County, Illinois.

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which has the address of 320 Auburn Winnetka Illinois 60093 (herein "Property Address"); (Street) (City) (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 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.

RE TITLE SERVICES # 29-119

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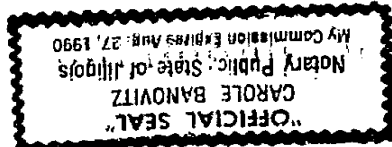
Handwritten initials

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(Space Below This Line Reserved for Lender and Recorder)

DEPT-01
121111 TRAN 1174 09/06/89 14:31:00
*89-418002
COOK COUNTY RECORDER
\$14.00



Given under my hand and official seal, this 29th day of August, 1989, at Cook County, Illinois, My Commission expires: 8/27/90
Notary Public
Carole Banovitz

I, Andrew W. Benson and Barbara D. Benson, (T) personally known to me to be the same persons (whose names) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as free voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, Cook County ss:

Andrew W. Benson
Barbara D. Benson
-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, 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 right of homestead exemption in the Property.

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UNIFORM COVENANTS. Borrower and Lender agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest

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

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

planned unit development assessments, if any) which may be levied 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 verifying 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 dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

either promptly repaid to Borrower or credited to Borrower on monthly installments 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 as 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 Debts 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 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 attain a priority 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.

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10. **Borrower Not Released; Forbearance by Lender Not a 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 in 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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