

MORTGAGE  
#28000910556

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PC Box 80007  
Chicago, Illinois 60603

This instrument was  
prepared by: V. Caldwell

89147442

THIS MORTGAGE is made this 21<sup>st</sup> day of SEPTEMBER 1989, between the Mortgagor, DENNIS J. MCLEOD AND SHERYL N. MCLEOD, HIS WIFE, herein "Borrower", and the Mortgagee, Citicorp Savings of Illinois, A Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is ONE, SOUTH DEARBORN STREET, CHICAGO, ILLINOIS, 60603, 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 SEPTEMBER 2, 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 SEPTEMBER 5, 1993.

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:

THE NORTH 3/4 OF LOT 4 IN BLOCK 3 IN ERASTUS A. BARNARD'S SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4, EAST OF WASHINGTON HEIGHTS BRANCH RAILROAD (EXCEPT THEREFROM THE EAST 16 RODS OF THE SOUTH 25 RODS THEREOF) IN SECTION 18, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PLN. No. 25-18-207-032

which has the address of 10514 SOUTH WOOD  
(Street)

Illinois 60643 (herein "Property Address").  
(Zip Code)

CHICAGO

IL

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 of the Property against all claims and demands, subject to encumbrances of record.

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

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest payable on the Note, and then to the principal of the Note.

**3. 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 hen 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.

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aggression should not be exercised by leaders unless it is a criminalized by general laws as of the date of this Mortgagor

15. **Transferor of the Property or a Beneficiary interest in Borrower's interest in Borrower or a Beneficiary interest in Borrower's interest in Borrower** (all or any part of the Property or a Beneficiary interest in Borrower's interest in Borrower) (hereinafter referred to as "the Property") is held or transferred (or if a beneficial interest is held or transferred in Borrower by a holder of a transferable and Revocable interest in Borrower in right of 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 is to hold or transferred (or if a beneficial interest is held or transferred in Borrower by a holder of a transferable and Revocable interest in Borrower in right of 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.

14. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation loan agreement, or other loan agreement, by which Borrower agrees to supply labor, materials or services in connection with improvements made to the Property.

**for other recordation purposes.** Borrower shall be furnished a completed copy of this Note and of this Mortgage at the time of execution.

which is the preferable law of limited bettering.

In which the Property is located. The foregoing sentence shall not limit the applicability of Federal law or regulations or the rules of the New York Stock Exchange to other proceedings in the event

**12. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction where the property is located. Any notes provided for in this mortgage shall be governed by the laws of the state where the property is located. When it comes to the

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 in writing; or by mailing such notice by certified mail addressed to Lender at Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as is shown by certified mail to Lender; or by mailing such notice by certified mail to the address of the holder of the Note if the Note has been assigned to another person or entity.

11. **Notices** **Definitions** For any notice required under applicable law to be given in accordance with this Agreement, (a) any notice to Burttower provided

be required to pay to Lender the amount of the Note, (a) in cash, (b) in cash plus reasonable attorney's fees and costs, or (c) in cash plus reasonable attorney's fees and costs, plus interest on the Note at the rate of 10% per annum from the date of payment until paid in full.

16. **Successors and Assignee Bound:** Joint and Several Liability; C-O-Subscribers, the co-owenants and agreeements herein made, and the rights hereunder shall inure to the benefit of all successors and assigns of Lender and Borrower, subject to the limitations of paragraph 16 hereto. All co-owenants and agreements of Lender shall be joint and several. Any Borrower who co-signs

Under no circumstances may a right of remedy be renounced, or otherwise waived by application of law, shall not be waivered or precluded the exercise of any such right or remedy.

of import substitution of the same produced by this Deltawage is based by Learner to any successore in interest of Deltawer shall not operate to render, in any manner, the stability of the original Deltawer and Deltawer's successor in interest in Deltawer shall not be required to

**8.4. Portower Note Replaces Prior Agreement by Letter Not a Waiver** Extension of the time for payment or modification to the terms of any mortgage, lease, or other security agreement with a loan which has priority over this mortgage to the taking of the property, or part thereof, or for the conveyance in lieu of condemnation, the holder may require payment of all or part of the amount due under such agreement in addition to the amount due under the note.

**8. Compensation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any claim against the Company or its officers, directors, employees, shareholders, partners, agents, or any other persons involved in the transaction shall be retained by the Company for its defense and protection.

to receive any response or take any further under-

*Wife, Any time you decide to do this, let me know & we'll become additional supporters of your chosen cause.*

Upon notice to Borrower, may make such appearance, disburse such sums, including reasonable attorney's fees, and take such action as necessary to collect, if Lender required mortgage insurance or otherwise to meet its obligations under the Note.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Note, Lender

development, Borrower shall perform all of Borrower's obligations under the debt instrument or conveyance creating the governing document or plan of development, the by-laws and regulations of the condominium unit or planned unit development, and conduct

6. **Procedure and timeline of Property Leasehold Condominiums:** Planned Unit Developments

**Interest Payments by Borrower** or if Borrower fails to respond to a notice within 30 days from the date of mailing by lender or borrower that the instrument offers to settle a claim for attorney fees, lender is authorized to collect and apply

Interest shall accrue to the terms of any mortgage, deed of trust or other security agreement entered into by the Borrower, and the Lender may make proof of loss if not

The international carter provider will be chosen by Bottman subject to approval by Lennder. All international policies and renewals thereafter shall be in a form acceptable to Lennder. Lennder shall have the right to hold the policies and premiums a standard mortgage clause in favor of and in a form acceptable to Lennder. Lennder and shall provide a copy of all renewals to Lennder.

4. **Extended insurance**. Insurers shall keep the insurance premiums now existing or hereafter entered on the Property Insurance and for such periods as Landlord may require.

# NON-UNIFORM COVENANTS

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**16. Acceleration.** Remedies. If Borrower fails to pay any sum secured by this Mortgage or if Borrower fails to perform any covenant or agreement contained in this Mortgage, Lender at Lender's option may give notice to Borrower as provided in paragraph 11 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 foreclosures 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 notice or 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.

**17. 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 to 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, d. Lender's remedies as provided in paragraph 16 hereof, including, but not limited to reasonable attorneys' fees, and e. Borrower takes such action as Lender may reasonably require to assure that the holder of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpeded. Upon such payment and cure by Borrower, this Mortgage and the obligations hereunder thereto shall remain in full force and effect as if no acceleration had occurred.

**18. Assignment of Rents; Appointment of Receiver.** To collect rents due and owing to Borrower hereunder, except to Lender, the rents of the Property, provided that Borrower has given Lender a power of sale in respect of the real estate and fixtures of the Property, Lender shall have the right to collect and retain such rents as the same come in and payable.

Upon acceleration under paragraph 16 hereof, Lender, in addition to 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 account only for the rents actually received.

**19. 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.

**20. Waiver of Homestead.** Borrower waives all homestead rights. The homestead exemption in the Property

DEPT 7-01 RECORDING  
\$ 630000 TRIM 0130 07/21/89 1414120  
\$ 5047 4 C - 89-447442  
COOK COUNTY REC'D

## 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 2 of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower and Lender, do hereby sign:

DENNIS J. MCLEOD, his wife,  
SHERYL M. MCLEOD, his wife,  
Borrower  
Borrower

STATE OF ILLINOIS,

1989

I, DENNIS J. MCLEOD AND SHERYL M. MCLEOD, his wife, personally known to me to be the same persons whose names appeared before me this day in person, and acknowledged to me to be THEIR free voluntary act, for the uses and purposes hereinabove mentioned.

Given under my hand and official seal this

10th day of September 1989  
Dennis J. McLeod

My Commission expires:

10-1-89

Space below this line is reserved for Lender's signature

RETURN TO BOX 43

89-447442

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A large, faint watermark is printed diagonally across the page. The text "Property of Cook County Clerk's Office" is written in a serif font, with "Property of" at the top left, "Cook County" in the center, and "Clerk's Office" at the bottom right. The watermark is light gray and has a slightly grainy texture.