

9/11/89

documents... shall keep the Property in good repair and shall... shall comply with the provisions of any lease of this Mortgage...

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments... shall give prompt notice to the insurance carrier and Lender...

4. Hazard Insurance... shall keep the improvements in a constant state of repair... shall include a standard mortgage clause in favor of and in a form acceptable to Lender...

3. Prior Mortgages and Deeds of Trust; Charges; Liens; Borrower shall perform all obligations under any mortgage deed of trust or other security agreement with a lien which has priority over this Mortgage...

2. Application of Payments... shall be applied by Lender first to interest payable on the Note and then to the principal of the Note...

1. Payment of Principal and Interest... shall promptly pay to the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note...

Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances and rents... shall be deemed to be and remain a part of the property covered by this Mortgage...

Illinois 60645 (Street) which has the address of 6422 N. Seeley Ave. Chicago (City)

PLN No 11-31-318-023

SEP-91 \$13.00 18111 TEAM 3310 09/26/89 14:53:00 * -89-455656 COOK COUNTY RECORDER

LOT 5 IN BLOCK 2 IN DEWON-WESTERN ADDITION TO ROGER'S PARK, A RE-SUBDIVISION OF THE SOUTH WEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 25,000.00... which indebtedness is evidenced by Borrower's note dated...

To secure to Lender the repayment of the indebtedness evidenced by the Note... and the performance of all other sums which interest thereon is advanced in accordance herewith...

THIS MORTGAGE is made this 13th day of September, 1989... between the Mortgagor Chicago Title and Trust Company as Trustee

1987 August 25, 1987 and known as Trust No. 1090356... CITICORP SAVINGS A Federal Savings and Loan Association...

Chicago Title and Trust Company as Trustee

89455656

TRUSTEE MORTGAGE 28000-911-358 prepared by: Alicia Bujak

Access to...



PO Box 803487 Chicago, Illinois 60680

6. **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 appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage 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 6, 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 6 shall require Lender to incur any expense or take any action hereunder.

7. **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 inspections specifying reasonable cause therefor related to Lender's interest in the Property.

8. **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 to be assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with which it has priority over this Mortgage.

9. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payments 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 limitation on Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or constitute the exercise of any such right or remedy.

10. **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, 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. It is not personally liable on the Note under this Mortgage, and it agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodation with regard to the terms of this Mortgage as to that the Note without that Borrower's consent and without releasing that Borrower from its obligations under this Mortgage as to that Borrower's interest in the property.

11. **Notice.** Except for any notice required under applicable law to be given in another manner, 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 if 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 if Lender delivers it in the manner designated herein.

12. **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 the 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 "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. **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.

14. **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.

15. **Transfer of the Property or Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or is 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 laws 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 thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the 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.

16. **Acceleration; Remedies.** Except as provided in paragraph 15 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 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 date specified in the notice may result in acceleration of the sums secured by this Mortgage, acceleration 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 may 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.

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 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 covenant and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 16 thereof, including, but not limited to, reasonable attorney's 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.

89-155055

UNOFFICIAL COPY

18. Assignment of Rents, Appointment of Receiver... The mortgagor shall have the right to assign the Property...

Upon assignment of rents... All rents collected by the receiver... including but not limited to...

19. Release. Upon payment of all moneys... Borrower shall pay all costs...

20. Waiver of Homestead. Borrower hereby waives all right 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 this mortgage deed of trust... to give Notice to Lender...

THIS MORTGAGE is executed by the Chicago Title and Trust Company

not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee

and said Chicago Title and Trust Company hereby warrants that it possesses full power and authority to execute this instrument...

or any indebtedness arising hereunder... as far as the borrower and its successors and said Chicago Title and Trust Company

personally and is concerned the legal holders of said mortgage... but nothing herein contained shall release or discharge the personal liability expressly assumed by the guarantor hereof, if any

IN WITNESS WHEREOF

not personally but as Trustee as aforesaid, has executed this mortgage... day of A.D. 19

APTEST [Signature] By [Signature] ASST Secretary

ASST VICE President had its corporate seal affixed herein and attested by its ASST Secretary this day of A.D. 19

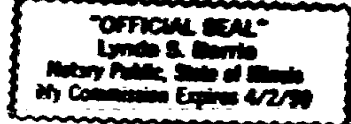
89-155656

STATE OF ILLINOIS, Cook County

I, LYDIA S. BARRIE, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that... and whose names are subscribed to the foregoing instrument...

GIVEN under my hand and Notarial Seal this

day of SEP 22 1989 A.D. 19



[Signature] Notary Public

My commission expires the day of A.D. 19

Space Below This Line Reserved For Lender and Recorder

RETURN TO BOX 20

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2011/01/19

89455656

