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of any demand made before the time set forth in the Note or before the date of acceleration of the Note, Borrower shall pay to Lender the sum demanded by Lender at the original time of payment or otherwise, unless Borrower shall have filed a written notice of acceleration with Lender prior to the due date of the Note, and the amount so paid by Lender, plus any interest accrued thereon, shall be included in the amount of such sums.

9. **Borrower Not Released.** Extension of the time for payment of proceeds to principal shall not exceed the sum secured by this Note, unless Lender and Borrower agree in writing, any such application of proceeds to principal shall not exceed the sum secured by this Note.

10. **Liens.** Lender and Borrower shall not file a claim for damages, or file a complaint against Lender for damage to the property or equipment of Lender, unless Borrower shall have filed a written notice of acceleration with Lender prior to the due date of the Note.

11. **Property Damage.** If the property or equipment of Lender is damaged by Borrower, or if, after notice by Lender to Borrower that the condition offers to make an award or settle a claim for damages, Borrower fails to respond to Lender in time to enable Lender to recover the damages paid to Borrower, Lender is authorized to collect and apply the proceeds, or settle a claim for damage to the property, or if, after notice by Lender to Borrower that the condition offers to make an award or settle a claim for damage to Lender's property, Lender may sue for the amount of the damage paid to Borrower.

12. **Waiver.** In the event of a partial taking of the property, unless Borrower and Lender otherwise agree, this Note shall be applied to the sum secured by this Note.

13. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of the property, or part thereof, for conveyance in lieu of condemnation of the property, are hereby assigned and shall be paid to Lender.

14. **Lawsuit.** Lender may take action to sue Lender to collect any amount secured by this Note, and expenses upon and incidental to the defense of such action, provided that Lender shall give Borrower notice prior to any such action specifying the date of acceleration of this Note.

15. **Additional Principal.** Unless Borrower and Lender otherwise agree, or under terms of payment set forth in this Note, Borrower shall pay monthly installments of principal, and interest thereon shall be considered additional principal.

16. **Interest.** Any amounts disbursed by Lender pursuant to this Note, including additional principal, shall be considered interest and added to the amount secured by this Note.

17. **Waiver of Jury Trial.** If Borrower fails to perform this Note in accordance with its terms, Lender may sue such action as is necessary to protect Lender's interest, including, but not limited to, action to collect sums and make such appearance, involving a bankruptcy or receivership, including, but not limited to, garnishment, attachment, or other legal proceedings, or to remove or restrain proceedings commenced with respect to the Note.

18. **Nonwaiver.** The provisions of any clause of this Note or agreement or understanding of a party to this Note shall not affect the enforceability of any other clause or provision of this Note.

19. **Assignment.** This Note is binding upon Lender and Borrower and their respective heirs, executors, administrators, successors and assigns, and may be assigned by Lender to another person.

20. **Waiver of Notice.** Borrower shall not be required to file a notice to Lender prior to the sale of real estate held by Lender to Lender.

21. **Waiver of Right to Suit.** Borrower shall not sue Lender to collect sums due on this Note or to recover damages, unless Lender has failed to collect from another person who is liable to Lender for such sums.

22. **Waiver of Right to Set Off.** Borrower shall not set off any amount due on this Note against any amount due on any other note, account or credit held by Lender.

23. **Waiver of Right to Acquit.** Borrower shall not be released from liability for amounts due on this Note by any statute of limitations or other cause.

24. **Waiver of Right to Substitution.** Borrower shall not be substituted in place of Lender, unless Lender has given notice in writing to Borrower prior to such substitution.

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26. **Waiver of Right to Set Aside.** Borrower shall not be released from liability for amounts due on this Note by any statute of limitations or other cause.

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10. **Forbearance by Lender Not a Waiver.** 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. **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 mailing such notice 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, return receipt requested, 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.

14. **Governing Law; Severability.** This Mortgage shall be governed by the law of Illinois. 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 the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreement.

15. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest herein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien on encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, and without notice to Borrower, declare all the sums secured by this Mortgage to be immediately due and payable. Lender is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the loan hereby secured.

16. **Acceleration; Remedies.** Upon Borrower's default in the performance 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, and without notice to Borrower, declare due and payable all sums secured by this Mortgage and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all estimated and actual expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

17. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; provided, that Borrower shall, prior to acceleration under paragraph 16 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 16 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled 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 Lender or 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

18. **Future Advances.** The Holder of the Note secured by this Mortgage is obligated to make advances of principal as requested from time-to-time for a period of 10 years from the date of the Note, unless the amount requested when added to the then outstanding principal balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note or Mortgage, or there shall then exist a federal, state, or local statute, law, or ordinance, or a decision by any tribunal which (in the sole opinion of any Holder of the Note), adversely affects the priority or validity of the Note or this Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the Maximum Amount.

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 recording, if any.

20. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS HEREOF, Borrower has executed this Mortgage.

Jim R. Skowron
X Cathy Streett

Borrower

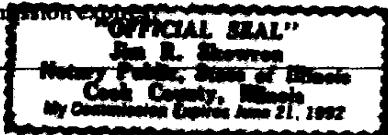
Borrower

STATE OF IL)
)SS
COUNTY OF Cook)

I, Jim R. Skowron, a Notary Public in and for said county and state, do hereby certify that Douglas J. & Cathy L. Streett, his wife, as Joint Tenants are 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 he signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of September, 19 89.

My Commission Expires June 21, 1992



Jim R. Skowron
Notary Public

THIS IS A JUNIOR MORTGAGE
(Delete if First Mortgage)

01-50111519

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This instrument was prepared by:

Jim R. Skowron

Name

Great American Federal Savings

1001 W Lake St Oak Park 60301

Address

PRIME RATE MORTGAGE

89469792

MORTGAGE TO SECURE A REVOLVING LOAN AGREEMENT

THIS MORTGAGE is made this 25th day of September, 1989, between the Mortgagor, Douglas J. Streett and Cathy L. Streett, his wife as Joint Tenants

(herein "Borrower"), and the Mortgagee, Great American Federal Savings and Loan Association a federally chartered savings and loan association, whose address is 1001 Lake St., Oak Park, Illinois 60301 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 5,000.00 Dollars ("Maximum Amount"), or so much of that sum as may be advanced pursuant to the Borrower's Note, providing for monthly payments of principal and/or interest and, with the balance of the indebtedness, if not sooner paid, due and payable on the 25th day of September, 1999;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note (including, but not limited to, such obligatory future advances ("Future Advances") as are described in paragraph 18 hereof), 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 agreement of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the property legally described below, located in the County of COOK, State of IL, which has the address of 3619 VERNON BROOKFIELD IL 60513 ("Property Address").

Lot 59 and the south 1/2 of lot 40 in block 14 in Grossdale, a subdivision of part of the southeast 1/4 of section 34, township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, IL.
PIN#: 15-34-413-010

• DEPT-01 RECORDING \$13.00
• T#6133 TRAN 7275 10/04/89 10:38:00
• \$7968 C --89-469792
• COOK COUNTY RECORDER

Box 15

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein 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, that the Property is unencumbered with the exception of those items, if any, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that Borrower will warranty and defend generally the title to the Property against all claims and demands, subject to any valid exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

89469792

1300

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Property of Cook County Clerk's Office

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