THIS IS A JUNIOR MORTULE NOFFIC A 5.TH. C. C. P.

(Delete if First Mortgage)

Raymond Cheng

01-50121211

89521250 Great American Federal Savings

1001 W. Lake St. Oak Patk, Il 60301

PRIME RATE **MORTGAGE**

MORTGAGE TO SECURE A REVOLVING LOAN AGREEMENT

THIS MORIGACE is made this day ofOctober
19 89 , betweer the Mortgagor, Barry Blue and Pamela Blue, 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 (\$25,000,00) Dollars ("Maximum
Amount"), or so much of that sum as may be idenced pursuant to the Borrower's Note, providing for monthly payments of principal
and/or interest and, with the balance of the indebtodness, if not sooner paid, due and payable on the 31st day of October.
TO SECURE to Lender the repayment of the incebtedness evidenced by the Note (including, but not limited to, such obligatory future advances ("Future Advances") as are described if paragraph 18 hereof), the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of his mortgage, and the performance of the covenants and agreement of Borrower herein contained, Borrower does hereby mortgage, great and convey to Lender the property legally described below,
located in the County of COOK State of ILLINOIS , which has the
address of 1537 ALLISON FALATINE IL 60067 ("Property Address").
Lot 4 in Block 14 in Winston Park Northwest Unit 1, a Subdivision in Section 13, Township 42 North, Range 10, East of the Third Principal Meridian, according to
the Plat thereof recorded in the Recorder's Office of Cook County, Illinois
on July 30, 1957 as Document Number 16972036, Except that part of Lot 4 Lying Southerly and Easterly of a Line commencing at a point 10 the Northeasterly Line

of Lot 4, thence Southwesterly to a point on the South Line of Lot 4 that is 34 Feet West of the Southeast Corner of Lot 4, in Cook County, Illinois. PIN# 02-13-408-025

89-521250

DEPT-01 RECORDING

T#2222 TRAN 5151 19/02/89 11:43:00

#2D : B #-89-521250

COOK COUNTY RECORDER

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 intenest in the Property, and that Borrower will warranty and defend generally the title to the Property against all claims and demands, subject to any schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

13.00

UNOFFICIAL COPY

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due without set-off, recoupment, or deduction, the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, including the principal of and interest of any Future Advances secured by this Mortgage.
- 2. Application of Payments. All payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first in payment of interest due on the Note plus any premiums due for Credit Life Insurance, then to the principal of the Note, including any amounts considered as added thereto under the terms hereof.
- 3. Charges; Liens, Borrower shall prompt pay all obligations secured by a Mortgage or trust deed affecting the Property, 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, when due. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage with respect to any sum, including but not limited to, Future Advances.
- 4. 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: Provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and all other Mortgages and Trust Deeds with respect to the Property.

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 premiums on insurance policies shall be paid by Borrower when due.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Ler der all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible or if the security or this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to serve a claim for insurance benefits, lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration, or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in partigraph 1 hereof or change the amount of such installments. If under paragraph 16 hereof the Property is acquired by Lender, all right of le and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Frape ty prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leas and 1s; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a lease told. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a Condominium or Planned Unit Development River is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such Rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the Rider were a part hereof.
- 6. Protection of Lender's Security. If Borrower fails to perform the covenints and agreements contained in this Mortgage, or any mortgage or trust deed affecting the property, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, have make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall encome additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be considered as so much additional principal due under the Note payable upon notice from Lender to Borrower requesting, awment thereof, and shall bear interest from the date of disbursement at the rate payable from time payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. 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, providing that Lender shall give Borrower notice prior to any such inspection 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 hereby assigned and shall be paid to Lender.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

9. Borrower Not Released. 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.

Given under my hand and offical seal, this 31st day of October My Commission expite FICIAL SEAL! My Commission Expure Or 13, 1991
the uses and purposed therein set forth. 1. A MORTY 1. Blue, his, a Notary Public in and for said county and state, do hereby certify that Barry 1. Blue and Pamela 1. Blue, his, as Joint Tenanta and notations and name(s) 2. Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the said instrument as the said instrum
STATE OF IL.) SS COUNTY OF COOK.
IN WITNESS HEREOF, Borrower has executed this Mortgage. Sorrower
hereby assigns to Lender the rents of the Property, the Borrower shall, prior to acceleration under paragraph 16 hereof or abandoment 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 in person, by agent or by judicially appointed receiver, shall be entitled to entitled to enter upon, take possession of and manage the Property, and of onlect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to savment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premium or receiver's bonds, and reasonable attorney's fees, and then to the rents, including, but not limited to receiver's fees, premium or receiver's bonds, and reasonable attorney's fees, and then to the same secured by this Mortgage. Lender and the receiver shall be hable to account only for those rents actually received. Is. Future Advances. The Holder of the Mote secured by his Mortgage is obligated to make advances of principal as requested to the there of the folder of the Mostmum Anoth, or the Mortgage is of there shall then exist a default under the terms of the Mortgage, or there shall then exist a default under the terms of the Mortgage, or there shall then exist a default under the terms of the Mortgage, or there shall then exist a default under the terms of the Basimon of any Holder of the Mostmum Anoth, or the principal amount of the long payment of the Mostmum Amount. By Release, Upon payment of all sums secured by this Mortgage, Lender si all repose or this Mortgage without charge to the principal amount of the force of the Maximum Amount. By Release, Upon payment of all sums secured by this Mortgage, Lender si all repose or this Mortgage without charge to the principal and received the Maximum Amount. By Release, Upon payment of Hones, Borrower shall be a secured by this Mortgage, and the principal and the received
to, reasonable attorneys' fees, and cos s.o. documentary evidence, abstracts and title reports. 17. Assignment of Rents: Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

notice to Borrower, declare due and tay able all sums secured by this Mongage and may foreclose this Mongage by judicial proceeding. this Mortgage, including the conengate to pay when due any sums secured by this Mortgage, Lender may at its option, and without

Acceleration; Kem ciles. Upon Borrower's default in the performance of any covenant or agreement of Borrower in by the proceeds of the 'oan nereby secured. immediately due and a sante. Lender is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part.

purchase, Lender may, at Lender's option, and without notice to Borrower, declare all the sums secured by this Mortgage to be 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 (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation by Borrower vincout Lender's prior written consent, excluding (a) the creation of a lien on encumbrance subordinate to this Mortgage,

Transfer of the Property; Assumption. If all or any part of the Property or an interest herein is sold or transferred are declared to be severable. Time is of the essence of this Agreement. or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note

or clause of this Mortgage or the Mote conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage Governing Law; Severability. This Mortgage shall be governed by the law of Illinois. In the event that any provision

in the manner designated herein.

as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified provided for in this Mortgage shall be given by mailing such notice addressed to Borrower at the Property Address or at such other

Motice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower are for convenience only and are not to be used to interpret or define the provisions hereof. covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage

contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All Successors and Assigns Bound; Joint and Serveral Liability; Captions. The covenants and agreements herein

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

maturity of the indebtedness secured by this Mortgage.

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 otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement Forbearance by Lender Not a Waiver. Any forbeatance by Lender in exercising any right or remedy hereunder, or