

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1989 JAN 19 AM 10:06

89029720

89029720

14<sup>00</sup>

## MORTGAGE

THIS MORTGAGE made on JANUARY 17, 19 89 between MELVIN FLEMING AND ADLEAN FLEMING, HIS WIFE Mortgagor(s) herein collectively ("Borrower") and SUMMIT FIRST FEDERAL SAVINGS & LOAN ASSOCIATION (the "Lender") whose address is 7447 West 63rd Street, Summit, Illinois 60701. This Mortgage secures the principal sum of \$ 28,000.00 or so much thereof equal to the aggregate unpaid balance of all loans and advances now or hereafter made by Lender with interest thereon pursuant to a certain Home Equity Credit Line Agreement ("Agreement") of even date herewith.

N/A INTEREST (FIXED RATE) The interest rate on unpaid loan balances shall be N/A % per annum payable monthly.

INTEREST (VARIABLE RATE) The interest rate on the unpaid principal balances shall be computed by adding SIX percentage points (6.0 % per annum) to the prime rate of interest published in the Money Rate section of The Wall Street Journal on each business day (the "Index"). Adjustments of the interest rate based on changes in the Index will be made on the first day of the month succeeding the month during which the change occurs. The initial interest rate is 10.50 % per annum and the initial ANNUAL PERCENTAGE RATE is N/A %.

This debt is evidenced by the Agreement executed by Borrower dated the same date as this Mortgage, which Agreement provides for the monthly interest payments, with the full debt, if not paid earlier, due and payable on demand after FIVE years from the date of this Mortgage. The Lender will provide the Borrower with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time not to exceed the above stated maximum amount outstanding at any one time. All future loans will have the same priority as the original loan. This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Agreement, with interest, all other sums thereunder, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Mortgage and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Agreement. In consideration of the indebtedness herein recited and to secure payment thereof, Borrower hereby mortgages and warrants to Lender, its successors and assigns, the following described real estate situated in the County of COOK, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of Illinois and under the Bankruptcy Code, now existing or hereafter amended:

LOT 15 IN JOHN FLAHERTY'S RESUBDIVISION OF LOTS 1 TO 12 IN BLOCK 2 IN MC CARTHY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RIGHT OF WAY OF CHICAGO, ST. LOUIS AND PITTSBURGH RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS

which has the address of 5742 SOUTH MAY (street);  
CHICAGO (city), Illinois 60629; ("Property Address");

Permanent Real Estate Tax Index Number: 20-17-216-016-0000

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 stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property".

A 968352 X

89029720

# UNOFFICIAL COPY

PRINTED FROM ILLIANA FINANCIAL, INC. 598-9000

BOX 333 - TH

Address  
BRIDGEVIEW, ILLINOIS 60455

Address  
8020 SOUTH HARLEM

Name  
ANITA M. KOVACS

This instrument was prepared by:

5742 SOUTH MAY  
CHICAGO, ILLINOIS 60629

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

DELIVERY INSTRUCTIONS:  
NAME: Summit First Federal Savings & Loan Association  
STREET: 7447 W. 63rd Street  
CITY: Summit, IL 60501

"OFFICIAL SEAL"  
ANITA M. KOVACS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/29/92

My Commission expires: 3/29/92

Given under my hand and official seal, this 17th day of JANUARY, 19 89.

I, ANITA M. KOVACS, a Notary Public in and for said county and state, do hereby certify that MELVIN FLEMING AND ADLEAN FLEMING, HIS WIFE 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 THEY signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

State of Illinois }  
County of COOK }  
SS

(Seal) - Borrower  
ADLEAN FLEMING

(Seal) - Borrower  
MELVIN FLEMING

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

- Graded Payment Rider
- Condominium Rider
- 2-4 Family Rider
- Planned Unit Development Rider
- Other(s) [specify]

19. RIDERS TO THIS MORTGAGE. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. (Check applicable box(es))

18. RELEASE. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

17. LENDER IN POSSESSION. Upon acceleration under paragraphs 15 or 16 or abandonment of the Property and at any time prior to the expiration of any period of redemption, 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. Any 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.

limited to, reasonable attorneys' fees, court costs and costs of title evidence. collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph, including, but not Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this cured, or the reason for the belief that the prospect of payment or performance is impaired is not corrected, on or before

89029720

89029720

The Borrower consents and warrants that Borrower will take all steps necessary to comply with the provisions of the Flood Disaster Protection Act of 1973 as amended and that, if required by the Lender, the Borrower will cause the real estate which is the subject matter of this Mortgage to be insured pursuant to the provisions of the Act.

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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to LOMAS & NETTLETON in the amount of \$ 21,900.00 dated 3/25/71 and recorded as document number 21435040.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.

2. APPLICATION OF PAYMENTS. All payments received will (i) to the extent sufficient) be applied first to past due FINANCE CHARGE, next to billed and unpaid FINANCE CHARGE, next to billed and unpaid annual fee and then to unpaid loan balance.

3. CHARGES, TAXES, BORROWER SHALL PAY all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly and promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Mortgage other than the prior mortgage described above, unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of the notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause naming Lender as mortgagee. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may make proof of loss, collect the insurance proceeds and endorse all checks and drafts. Lender may use the proceeds to repair or restore the property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 16 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

5. PRESERVATION AND MAINTENANCE OF PROPERTY. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste.

6. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



7. **INSPECTION.** Lender or its agent may make reasonable entries upon the Property for the purpose of inspection. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

9. **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 or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend the time for payment or otherwise modify amortization of the sums by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; COSIGNERS.** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the limitation in paragraph 13. Borrower's covenants and agreements herein shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

11. **NOTICES.** Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. **GOVERNING LAW; SEVERABILITY.** This Mortgage shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

13. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER; DUE ON SALE.** 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, assigned or transferred) 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 its exercise is prohibited by federal law as of the date of this Mortgage.

Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Mortgage is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in this Mortgage. Borrower will continue to be obligated under this Mortgage unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

14. **PRIOR MORTGAGE.** Borrower is not, and shall at no time hereafter be, in default of any provision of any prior mortgage.

15. **DEFAULT.** Any one or more of the following events shall constitute a default hereunder: (a) failure of Borrower to pay any amount owing under this Mortgage or the Agreement when due; or (b) Borrower shall default in the payment or performance of Borrower's indebtedness or obligation under their first mortgage; or (c) Borrower shall fail to observe or perform any covenant or agreement contained in this Mortgage; or (d) the death, insolvency or the filing of a petition in bankruptcy or for an arrangement by or against Borrower. Upon the occurrence of any one or more of the foregoing events of default, Lender, at its option, may declare the entire outstanding balance of the indebtedness secured hereby to be due and payable.

16. **ACCELERATION; REMEDIES.** Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's breach of any covenant or agreement in this Mortgage or the Agreement or (b) Lender's good faith belief that the prospect of payment or performance is impaired. The notice shall specify: (1) the default; (2) the action required to cure the default; (3) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (4) that failure to cure the default 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. If the default is not

89029720