

# UNOFFICIAL COPY

MORTGAGE

89087329

THIS MORTGAGE is made this 22nd day of February 1989

between the Mortgagee(s), Patricia L. Garcia, aka Patricia L. Hoese and Patrick B. Hoese, married to each other, each to an undivided 1/2 interest as tenants in common (herein "Borrower"), and the Mortgagee, TRAVELER EMPLOYEES CREDIT UNION, whose address is 1425 Lake Cook Road, Deerfield, Illinois 60015 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-seven thousand nine hundred seventy-seven Dollars, which indebtedness is evidenced by Borrower's note of even date (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 27, 1992;

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, and the Lender's successors, the following described property located in Cook County, State of Illinois:

Lot 273 in Woodland Heights Unit One, a subdivision in the South 1/2 of Section 23 and the North 1/2 of Section 26, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded January 17, 1958, as Document Number 17112595, in Cook County, Illinois.

PIN: 06-26-105-016

DEPT-01 RECORDING \$12.25  
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COOK COUNTY RECORDER

Property of  
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which has the address of 128 Fairview Lane Streamwood, Illinois 60107 and which with the property hereinafter described is referred to herein as the "property".

TOGETHER with all of the improvements now or hereafter erected on the property, and all easements, rights appurtenances, rents, profits, and all fixtures now or hereafter attached to the property, all of which, including encumbrances and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage

TO HAVE AND TO HOLD the property unto the Lender, and the Lender's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Borrower does herein expressly release and waive. Borrower hereby warrants that at the time of the executing and delivery of these presents Borrower is well seized of said real estate and premises in fee simple, and with full legal and equitable title to the mortgaged property, with good right, full power and lawful authority to sell, assign, convey, mortgage and warrant the same, and that it is free and clear of all encumbrances, except as provided in paragraph 1, and that Borrower will forever warrant and defend the same against all lawful claims.

1. This Mortgage is junior and subordinate to a first mortgage on the property from the Borrower to N/A dated N/A ("Prior Mortgage"). The Prior Mortgage secured a note ("Prior Note") dated N/A in the original principal amount of N/A Dollars (\$        ), made by the Borrower and payable to the holder of the Prior Note and the Prior Mortgage. Borrower hereby covenants and agrees to perform all of its obligations under the Prior Note, the Prior Mortgage and all other documents and instruments ("PRIOR LOAN DOCUMENTS"), if any, related to the loan ("Prior Loan") evidenced by the Prior Note, including but not limited to all of the Borrower's obligations to make payments thereunder when and as they become due. Any default under the Prior Mortgage or Prior Note shall constitute a default hereunder.

In the event the holder of the Prior Note and the Prior Mortgage exercises its rights under the Prior Note, or the Prior Mortgage, to immediately declare all sums remaining unpaid under the Prior Loan to be immediately due and payable, then Lender may, at its option, also declare all remaining unpaid interest and principal under the Note secured by this Mortgage to be also immediately due and payable, immediately upon notice thereof to Borrower or to step in and assume payments to the Prior Note adding all such amount paid to the principal of this loan.

2. Borrower shall pay promptly when due the principal of and interest on the indebtedness evidenced by the Note, into charges as provided in the Note, and each indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Lender the payment of the whole or any part of the taxes or assessments or charges or liens herein referred to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Lender's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in each such event, the Borrower, upon demand by the Lender, shall pay such taxes or assessments, or reimburse the Lender therefor; provided, however, that if in the opinion of counsel for the Lender, it might be unlawful to require Borrower to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Lender may elect, by notice in writing given to the Borrower, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, a tax is due or becomes due in respect of the issuance of the note hereby secured, the Borrower covenants and agrees to pay each such tax in the manner required by any such law. The Borrower further covenants to hold harmless and agree to indemnify the Lender, and the Lender's successors or assigns, against all liability incurred by reason of the imposition of a tax on the issuance of the note secured hereby.

5. Before any penalty attaches borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the property which may attain a priority over this Mortgage.

6. 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 for the full insurable value without co-insurance providing for payment by the insurance company of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, under insurance policies payable, in case of loss or damage, to Lender, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Lender, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the dates of expiration. Each policy of insurance shall include a provision to the effect that it shall not be cancelled or modified without thirty (30) days prior written notice to the Lender. If the Prior Mortgage requires delivery of each such insurance policy to the holder of the Prior Mortgage, then Borrower may satisfy its obligation under this paragraph by delivering a duplicate original of each such policy or a certificate transfer to the Lender.

7. In case of loss, the Lender is hereby authorized, at its sole option, either (i) to settle and adjust any claim under such insurance policies without consent of Borrower or (ii) to allow Borrower to agree with the insurance company or companies on the amount to be paid upon the loss, subject to Lender's rights under the PRIOR LOAN DOCUMENTS. In either case, Lender shall have the right to collect and receipt for such insurance money. Such insurance proceeds shall be applied either from time to time and at the sole option of the Lender, in payment or reduction of the indebtedness secured hereby, whether due or not, or be held by the Lender and used to reimburse Borrower for the cost of the repair or restoration of buildings or improvements on said property. The buildings and improvements shall be so repaired or restored as the Lender may require and approve. No payment made prior to the final completion of such repair or restoration work shall exceed ninety percent (90%) of the value of such work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Lender shall be at least sufficient to pay for the cost of completion of such work free and clear of liens.

8. Borrower hereby assigns, transfers and sets over unto the Lender the entire proceeds of each award or claim for damages for any of the property taken or damaged under the power of eminent domain or by condemnation, subject to the Lender's rights under the Prior Loan Documents. The Lender may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Borrower to restore or rebuild, in which event the proceeds shall be held by the Lender and used to reimburse Borrower for the cost of the rebuilding or restoring of buildings or improvements on the property, in accordance with plans and specifications to be submitted to and approved by the Lender. If Borrower is authorized by the Lender's election as aforesaid to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in Paragraph 7 hereof for the payment of insurance proceeds toward the cost of repairing or restoring. The surplus which may remain out of said award after payment of such cost of repair, rebuilding or restoration, at the option of the Lender, shall be applied on account of the indebtedness secured hereby.

9. Borrower shall keep the property in good condition and repair, without waste and free from mechanic's liens or other liens or claims not expressly subordinated to the lien hereof, unless otherwise herein provided for, and shall comply with all requirements of law or municipal ordinance with respect to the property and the use thereof.

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EQUITY TITLE COMPANY EC 104011

10. If Borrower fails to perform the covenants and conditions contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the property...

All expenditures and expenses incurred by Lender pursuant to this Paragraph 10, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage.

11. Borrower covenants and agrees that if and to the extent Lender pays (installments of principal or interest or any other sums due under the Prior Note, the Prior Mortgage or the other documents or instruments, if any, evidencing or securing the Prior Loan, Lender shall be subrogated to the rights, liens, security interest, powers and privileges granted to the holder of the Prior Note and the Prior Mortgage...

12. As long as any indebtedness secured hereby remains unpaid, in the event that Borrower without the prior written consent of the Lender, shall transfer, encumber, mortgage or lease all or a portion of the property, such action shall constitute an event of default under this Mortgage...

13. To the extent permitted by law, if bankruptcy or any other proceeding for relief under any bankruptcy or similar law for the relief of debtors, is instituted by or against Borrower, the Lender, at its option, may declare this Mortgage in default upon notice to Borrower...

14. In addition to all other rights of Lender contained herein, in the event Borrower (i) fails to make any payment when due hereunder, or (ii) defaults in the performance of any other of Borrower's obligations hereunder and said default shall continue for ten (10) days, then Lender, at its option, and without the necessity of giving notice or demand, the same being hereby expressly waived, may declare any portion of the entire principal balance, together with all other charges, immediately due and payable...

15. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and any expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication or other costs...

16. The proceeds of a foreclosure sale of the property shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any remaining sums to Borrower, its heirs or legal representatives, as its rights may appear.

17. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of said property. Such appointment may be either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the then value of the property or whether the same shall be then occupied as a homestead or not...

18. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the notice hereby secured.

19. The Borrower at the request of the Lender shall provide copies of previous bills.

20. Borrower represents and agrees that the obligation secured hereby constitutes a loan secured by a lien on a residential real estate which comes within the purview of Ill. Rev. Stat., 1983, ch. 17 Subsection 004(1)(1), as amended. All agreements herein and in the Note secured hereby are expressly limited so that in no contingency or event whatsoever, shall the amount paid or agreed to be paid to the holder of said Note for the use of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws...

21. Borrower and Lender intend and believe that each provision in this Mortgage and the Note secured hereby comports with all applicable laws and judicial decisions. However, if any portion of this Mortgage or said Note is found by a court to be in violation of any applicable law, administrative or judicial decision, or public policy, and if such court should declare such portion of this Mortgage or said Note to be invalid, unenforceable as written, then it is the intent both of Borrower and Lender that such portion shall be given force to the fullest possible extent that it is valid and enforceable...

22. No waiver of any provision of this Mortgage shall be implied by any failure of Lender to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver by Lender shall be valid unless in writing and shall not affect any provision other than the one specified in such written waiver and that provision only for the time and in the manner specifically stated in the waiver.

23. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and lien thereof by proper instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.

24. The singular number shall mean the plural and vice versa and the masculine shall mean the feminine and neuter and vice versa "including" shall mean "including, but not limited to".

25. This Mortgage shall be interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Handwritten signatures of Patricia L. Garcia, Patricia L. Hoesel, and Patrick B. Hoesel.

STATE OF ILLINOIS  
COUNTY OF Cook 89

I, Edward W. Swanson, a Notary Public in and for said county and state, do hereby certify that Patricia L. Garcia, aka Patricia L. Hoesel and Patrick B. Hoesel, married to each other, each to an undivided 1/2 interest as tenants in common, personally known to me to be the same persons, whose names 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 use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 22nd day of February, 1989, My Commission expires:

Handwritten signature of Edward W. Swanson, Notary Public.

Prepared by: MAIL THIS INSTRUMENT TO: Baxter Credit Union, 1425 Lake Cook Road, Deerfield, IL 60015

Notary Public seal for Edward W. Swanson, My Commission Expires 02/28/92

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