

UNOFFICIAL COPY

ILLINOIS - SECOND MORTGAGE - 1/9 - F.M.A. FORM N.T.R.M. 5M1

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 hereinafter referred to as the "Property."

which has the address of 7516-18 Eastlake Terrace, Chicago (City) 60625 (Zip Code) (herein "Property Address");

1989 MAR 3 11 20 AM '89  
158896922

89096922

THIS MORTGAGE IS SUBORDINATE TO THE MORTGAGE DATED MARCH 3, 1989 and RECORDED AS DOCUMENT NUMBER 89096922.

Pin#11-29-303-011

Lot 13 and the South 10 feet of Lot 14 in the subdivision of Lots 1 to 4 of Block 5 in Birchwood Beach, a subdivision of part of Section 29, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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 the following described property located in the County of Cook, State of Illinois:

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 100,000.00 and extensions and renewals thereof (herein "Note"), providing for monthly installments of interest, with the balance of indebtedness, if not sooner paid, due and payable on March 1, 1992.

whose address is 7508 North Eastlake Terrace, Chicago, Illinois 60625.

AS IT APPEARS BY THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, that the Mortgages, and the Mortgage, (herein "Borrower"), and the Mortgage, (herein "Lender"),

THIS MORTGAGE is made this 19th day of March, 1989, between the Mortgagor, Brian Baumbach, and the Mortgagee, Richard M. Gans, Jr., Esq., Attorney at Law, 10 South Wacker, Dr., Suite 4000, Chicago, IL 60606

15.00

MORTGAGE

89096922

This instrument was prepared by: James S. Gray, Esq., Altheimer & Gray (Name) 10 South Wacker, Dr., Suite 4000, Chicago, IL 60606 (Address)

Rec'd 7-20 88 F2

UNOFFICIAL COPY

Property of Cook County Clerk's Office

8/20/08

8/20/08

8/20/08

# UNOFFICIAL COPY

9. **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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. **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 inspection specifying reasonable cause therefor related to Lender's interest in the Property.

7. **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 attorneys' 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.

6. **Preservation and Maintenance of Property; Leasehold; Condominium; Planned Unit Development; 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 leasehold. 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.**

5. **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.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due, Borrower shall pay or cause to be paid all 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.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first to the interest payable on the Note, and then to the principal of the Note. Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, the Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first to the interest payable on the Note, and then to the principal of the Note. Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, the Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due, Borrower shall pay or cause to be paid all 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.

5. **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.

89096922

, and then to items described in Paragraph 2 above

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

10. 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 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 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.

11. 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 16 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, (a) 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, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. 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 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 (b) 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 or Lender when given in the manner designated herein.

13. 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 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 "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. 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.

15. 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.

16. Transfer of the Property or a Beneficial Interest in Borrower. 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 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 law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. that The notice shall provide ~~that~~ Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums ~~within the time specified in the notice~~, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. ~~Upon~~ 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 may~~

~~accelerate the sums secured by this Mortgage and~~  
~~exercise any remedies permitted by this Mortgage~~  
~~without further notice or demand on Borrower.~~  
~~Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage.~~

Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further notice and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. 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 then 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 covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' 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.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 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 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

89096922

UNOFFICIAL COPY

Property of Cook County Clerk's Office

18.0  
200000

account only for those rents actually received.

20. 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 recordation, if any.

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

22. Second Mortgage.

(a) This is a second purchase money mortgage and the rights of lender hereunder are subject to the rights of the mortgagee ("First Mortgage") under that certain mortgage (herein referred to as "First Mortgage") dated March 3 1988 made by Borrower in favor of Norwood Bank in the principal amount of \$ 365,000.00.

(b) Borrower shall comply with all covenants and agreements contained in the note secured by the First Mortgage ("First Mortgage Note") and the First Mortgage to be performed and observed by Borrower.

(c) The terms of the First Mortgage Note and/or First Mortgage shall not be amended or modified without the prior written consent of Lender.

(d) Borrower shall promptly furnish to Lender copies of all notices received from First Mortgage regarding the First Mortgage Note and/or First Mortgage.

(e) Borrower hereby irrevocably appoints Lender as Borrower's agent, at Lender's option but without obligation on the part of Lender to do so, from time to time to perform any covenant, do any act and make any payment required by the terms of the First Mortgage or the First Mortgage Note or such other documents. All expenses incurred and all sums paid by Lender relative to the foregoing authority shall be secured hereby with interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder and shall be payable to Lender on demand and shall be secured hereby. Lender shall be entitled to a lien of equal rank as the First Mortgage as to all amounts so paid by Lender. Any exercise of authority by Lender to perform any of said payments as aforesaid, may be made by Lender prior to, simultaneously with, or subsequent to the exercise by Lender of the option (in this Paragraph contained) to declare all indebtedness hereby secured, without notice, to be immediately due and payable, and shall not constitute a cure (as between Borrower and Lender) of such event of default of Borrower hereunder.

23. Priority.

The indebtedness evidenced by the Note in the original principal amount of \$100,000 secured by this Mortgage may be increased pursuant to the terms thereof whether by accrued interest, interest thereon, costs and expenses, or otherwise, and all such amounts are secured hereby; provided, however, that to the extent required in respect of the validity of this Mortgage or to preserve the priority hereof, or for any other reason, that a limit must be placed on the indebtedness secured hereby, then such indebtedness secured hereby shall in no event exceed three times the original principal amount set forth in the Note.

24. See Rider to Mortgage attached hereto and made part hereof.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page (n) of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

[Signature of Brian G. Baumbach]

Brian G. Baumbach

- Borrower

- Borrower

STATE OF ILLINOIS, Cook County ss:

I, LARRY A. SELIGER, a Notary Public in and for said county and state, do hereby certify that B.R. V.A.G. BAUMBACH, divorced & not since remarried personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3rd day of May, 1988

My Commission expires:

[Signature of Notary Public]

Notary Public

This Mortgage was prepared by and upon recording should be returned to: James S. Gray, Esq., Althamer & Gray, 10 South Wacker Drive, Suite 4000, Chicago, Illinois 60606.

BOX 333 - TH

89096922

UNOFFICIAL COPY

Property of Cook County Clerk's Office

88000000



# UNOFFICIAL COPY

8 9 0 9 8 9 2 2

RIDER TO MORTGAGE DATED MARCH 3, 1989  
MADE BY BRIAN BAUMBACH, as Mortgagor ("Borrower")  
IN FAVOR OF RICHARD M. GANS AND  
SILVIA S. GANS, as Mortgagee ("Lender")

If there shall occur a default under this Mortgage (which is not (a) a default in the full and prompt payment of principal and interest under the Note or (b) a default beyond any applicable grace period under the First Mortgage Note or First Mortgage or (c) a default capable of cure immediately or upon payment of money) then Borrower shall have 30 days after notice to him by Lender to cure such default (unless an emergency situation is created) or such greater period up to 4 months as is required to cure such default provided Borrower proceeds diligently to do so.



\_\_\_\_\_  
Brian Baumbach  
G.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

89096922

UNOFFICIAL COPY

Property of Cook County Clerk's Office

88000000