

# UNOFFICIAL COPY

This instrument was prepared by:

Paul Fontenoy  
679 N. Cass Ave., Westmont, IL. 60559  
(Address)

## MORTGAGE

89233959

THIS MORTGAGE is made this . . . . . 20th . . . . . MAY  
19.89, between the Mortgagor, . . . . . NORMA D. ROOKA . . . . .  
..... COMMERCIAL CREDIT LOANS, INC. . . . .  
existing under the laws of . . . . . ILLINOIS . . . . .  
whose address is . . . . . 679 N. CASS AVE., WESTMONT, IL. 60559 . . . . .  
..... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ . . . . . 31529.89  
which indebtedness is evidenced by Borrower's note dated . . . . . 5/20/89 . . . . . and extensions and renewals  
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness,  
if not sooner paid, due and payable on . . . . . 5/25/04 . . . . .

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:

Lot 25 in Block 20, in Frederick H Bartlett's greater Calumet subdivision of Chicago  
being part of the South 1/4 of section 20, Township 37 North, range 14, East of the third  
principal Meridian in Cook County, Illinois.  
Tax # 25-20-315-035

DEPT-01 . . . . . \$14.25  
T83333 TRAN.0459 05/23/89 15106:00  
\$8362 + C \*-89-233959  
COOK COUNTY RECORDER

89233959

-89-233959

which has the address of . . . . . 11746 S. Laflin . . . . . Chicago . . . . .  
[Street] [City]  
Illinois: . . . . . 60643 . . . . . (herein "Property Address");  
[Zip Code]

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."

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  
covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,  
subject to encumbrances of record.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

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 1 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, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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 in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

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.

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 insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of Lender in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

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 settle 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.

6. **Preservation and Maintenance of Property; Leaseholds; 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 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.

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.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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.

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.

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Upon receipt/return under Paragraph 17, neither party shall be entitled to receive payment or remuneration of any kind or nature for services rendered by him/her in connection with the preparation of the original manuscript or any revision or copy of it.

19. Assignment of Rentals Appointments of Recrever. As additional security hereunder, Borrower hereby assigns to Lenders 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 certain such rents as they become due and payable.

18. Borrower's Right to Remit. 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 Mortgag  
eagle to Borrower's benefit if (a) Borrower pays Lender all sums which would be due him due under this Mortgage and the Note had no acceleration accrued; (b) Borrower fails to pay any sum due him due under this Mortgage and the Note has accrued but has not yet been paid; or (c) Borrower fails to pay any sum due him due under this Mortgage and the Note has accrued but has not yet been paid.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date this notice is delivered to Lender to cure the default. If Lender fails to cure the default within such period, Lender may sue at law or in equity for specific performance or any other relief available.

16. Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the property or beneficial interest in the Borrower is sold or transferred by Lender to another person, Lender may, in its option, sell or transfer its interest in the Borrower to the transferee, provided that such transferee shall be an entity organized under the laws of the United States or of any state thereof, and shall have the power to contract, and shall not be a natural person.

15. **Rehabilitation Loan Agreement:** Both parties shall fully utilize all of Borrower's abilities under any home rehabilitation with improvements made to the property.

14. Borrower's Copy. Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or before recording hereon.

provision, and to this end the provisions of this mortgage and the note are deemed to be severable. As used herein, "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to conflicts of law arising out of or relating to this Note. Notwithstanding the foregoing, the parties hereto agree that all disputes arising out of or relating to this Note shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles.

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 deliverying 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 hereinafter, and (b) any notice to Lender shall be given by certified mail to Lender at such other address as Lender may designate by notice to Borrower or Lender as provided hereinafter, and (c) any notice to Borrower or Lender or to Lender's addressee as Lender may designate by notice to Borrower or Lender as provided hereinafter, and (d) any notice to Lender shall be given by certified mail to Lender as Lender may designate by notice to Borrower or Lender as provided hereinafter.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the Commonwealth of Massachusetts.

11. Successor and Assignee; 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 severable. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgagors, (b) is liable to Lender under the terms of this Mortgage, (c) agrees that Borrower hereunder may agree to extend, modify, forgive, or make other accommodations with regard to the terms of this Mortgage or the Note without releasing Lender and any other Borrower hereunder from his/her responsibility to pay the principal and interest due on the Note, and (d) is liable to Lender under the Note if Borrower fails to pay the principal and interest due on the Note.

10. Borrower Not Responsible; Forbearance By Lender; Extension of the Time for Payment or Modification of Amortization of the Sums Secured by This Mortgag e 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 of Borrower to Repay the Sums Secured by Lender in Any Manner, the Liabilities of the Original Borrower and Borrower's Successors in Interest of Borrower Shall Not Be Reduled to Commence Proceedings Against Such Successor or Refuse to Extend Time from Payment or Otherwise Modif y Amortization of the Sums Secured by This Mortgag e by Lender in Any Reason of Any Demand Made by Lender or Otherwise Modif y Amortization of the Sums Secured by This Mortgag e by Lender in Interests of Borrower's Successors in Interest of Borrower.

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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.

## 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 one 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.



-Borrower

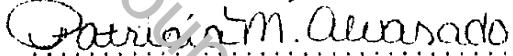
.....  
-Borrower

STATE OF ILLINOIS, ..... Will ..... County ss:

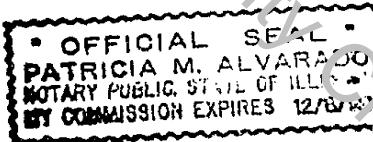
I, **Patricia M. Alvarado**, a Notary Public in and for said county and state, do hereby certify that **NORMA D. ROCKS**, personally known to me to be the same person(s) whose name(s) is, is, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s/he signed and delivered the said instrument as her free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this . . . . 20th, . . . . day of . . . . May . . . . 19 . . 89.

My Commission expires:



Notary Public



(Space Below This Line Reserved For Lender and Recorder)

Commercial Credit  
679 N. Cass  
Westmont, IL 60559



MAIL

89233959