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This instrument was prepared by:
LAND OF LINCOLN SAVINGS AND LOAN
1400 N. GANNON DRIVE
HOFFMAN ESTATES, IL. 60194

MORTGAGE

89273007

THIS MORTGAGE is made this . . . 9TH . . . day of . . . JUNE . . .
 19 . . . 89, between the Mortgagor, . . . JOSEPH A. EBERWEIN AND BARBARA EBERWEIN, HIS WIFE . . .
 (herein "Borrower"), and the Mortgagee,
LAND OF LINCOLN SAVINGS AND LOAN . . .
 existing under the laws of . . . ILLINOIS . . .
 whose address is . . . 1400 N. GANNON DRIVE . . .
HOFFMAN ESTATES, IL. 60194 . . . (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$. . . **23,409.09** . . .
 which indebtedness is evidenced by Borrower's note dated . . . **06/09/89** . . . 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 . . . **06/09/94** . . .

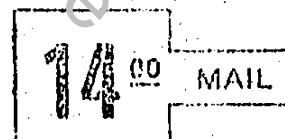
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment
 of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and
 the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant
 and convey to Lender the following described property located in the County of . . . **COOK** . . ., State of
 Illinois:

LOT 11 IN BLOCK 176 IN THE HIGHLANDS AT HOFFMAN ESTATES XII, BEING
 A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 9,
 TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,
 AS SHOWN ON PLAT RECORDED NOVEMBER 21, 1960 AS DOCUMENT 18021928
 IN COOK COUNTY, ILLINOIS.

PIN 07-09-405-011

DEPT-01 . . . \$14.25
 T44441 TRAN 0320 06/15/89 16:10:00
 #5987 # D *-89-273007
 COOK COUNTY RECORDER

-89-273007

which has the address of . . . **1599 JEFFERSON HOFFMAN ESTATES IL 60193** . . .

[Street]

[City]

Illinois . . . (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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NOTARY PUBLIC
SANDBRA L. HILL
"OFFICIAL SEAL"

My Commission Expires 12/3/91
NOTARY PUBLIC, STATE OF ILLINOIS
SANDRA L. HILL

Given under my hand and official seal, this day of JUNE 9, 1989.

My Commission expires: 10/13/91

THE BORROWER voluntarily acts, for the uses and purposes thereunto forth, to sign and acknowledge that T. J. Hill, subscriber to the foregoing instrument as person(s) known to me to be (the same person(s) whose name(s) appears before me this day in person, and acknowledge that T. J. Hill, subscriber to the foregoing instrument, does, subscribe to the foregoing instrument as

JOSSEPH A. BREWERIN, AND SANBRA L. BREWERIN, HIS WIFE, a Notary Public in and for said county and state, do hereby certify that

THE UNDERSIGNED

89273007

STATE OF ILLINOIS, COUNTY OF

(SANBRA L. BREWERIN)

(JOSSEPH A. BREWERIN)

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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, or any default under the superior encumbrance and of any sale or other foreclosure action.

MORTGAGES OR DEEDS OF TRUST

AND FORECLOSURE UNDER SUPERIOR

REQUEST FOR NOTICE OF DEFAULT

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property, charge to Borrower. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for those rents actually received.

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ment with a lien which has priority over the mortgage; and
any condominium or other interest in the property, or part thereof, or for conveyance in the event of transfer or other security interest.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with a condemnation related to Lender's interest in the Property, shall give Borrower notice prior to any such inspection specifying reasonable expenses incurred in the preparation of any award or claim for damages, direct or consequential, in connection with a condemnation related to Lender's interest in the Property.

8. Inspection. Lender may make or cause to be made reasonable efforts to inspect any expense or take action and inspections of the Property.

Noticing contained in this Paragraph 7 shall be payable upon payment of taxes or other amounts due to Lender under this Note.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, in the Note rate, shall

borrower, and Lender's written agreement or applicable law.

mautela such insurance in effect until such time as the requirement for such insurance terminates in accordance with insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premium required to reasonable attorney fees, and take such action as is necessary to protect Lender's interest, if Lender requires payment before Motor Vehicle, upon notice to Borrower, may make such appropriate arrangements, disburse such sums, including Lender, at Lender's option, to Borrower to perform the obligations contained in this Note.

Mortgagee, or if any action or proceeding is commenced by Lender, Lender's interest in the Property, then

7. Preparation of Lender's Decedent. If Borrower fails to perform the covenants and agreements contained in this

clauses of the condominium of Predeceased Lessees, the condominium documents, the by-laws and regulations,

declaration of covenants regarding the condominium of any lessee, or plan of development and development in a condominium or planned unit development, Borrower shall perform all of this Mortgage, if this Mortgage is power shall keep the Property in good repair and shall not commit waste or permit impairment of the

power of sale if not made promptly by Borrower.

If the property is abandoned by Lender, or if Borrower fails to respond to Lender within 30 days from the date of notice mailed by Lender to Borrower that the Insurance carrier to replace it by laws and regulations, or to the sums secured by this Mortgage.

authorized to collect and apply the insurance proceeds in Lender's option either to replace it by laws and regulations, or to the sums of any damage caused by Borrower, or if Borrower fails to settle a claim for loss or damage, Lender is

notified to hold the right to hold the insurance carrier to settle a claim for loss or damage, Lender may make proof of loss if not made promptly by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make or other security agreement with a lessor which has priority over this Mortgage.

Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgagee, deed of trust

acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form

which insurance carrier provided in this Note may require.

May require and such amounts and for such periods as Lender may require.

Insured against loss by fire, hazards included within the term "extinguished coverage", and such other hazards as Lender

5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter created on the property

against any mortgagee, deed of trust or other securities held by Lender, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions incident to the Property which may attach a priority over this

including Borrower's covenants to make payments when due, Borrower shall pay or cause to be paid all taxes, under any mortgagee, deed of trust or other securities held by Lender, Borrower shall perform all of Borrower's obligations

4. Power Mortgages and Deeds of Trust. Lender, Borrower shall pay or cause to be paid all taxes, under any mortgagee, and leases of ground rents, if any.

Borrower under Paragraph 2 hereof, then to Lender as provided in this Note, and then to the plaintiff in the Note and Paragraphs 1 and 2 hereof applied by Lender first in payment of amounts payable to Lender by

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

held by Lender at the time of application of this sum secured by this Mortgage.

Lender shall pay, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds

held by Lender, if under Paragraph 1 hereof the Property is sold or the Property is otherwise acquired by Lender,

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds

under may require.

they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

the funds held by Lender not be sufficient to pay taxes, assessments, installments of funds, if the amount of

either payment received to Borrower or credited to Lender on monthly installments of funds, if the amount of

taxes, assessments, insurance premiums and ground rents as they fall due, unless excess shall be, at Borrower's option,

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

funds are paid by Lender, together with the future monthly installments of funds payable prior to the payment of

If the amount of the funds held by Lender, as additional security for the sums secured by this Mortgage.

Funds are paid by Lender for which each debt to the funds made. The

the funds showing credits and debits to the funds and the purpose for which each debt to the funds made.

Borrower any interest or earnings on the funds, Lender shall give to Borrower, without charge, an annual accounting of

unless a such agreement is made or executed on this Mortgage that interests on the funds shall not be required to pay

may agree in writing at the time of application of the funds and applicable law requiring such interest on the funds shall be paid to Borrower, and

pays Borrower interest on the funds and applicable law permits Lender to make such a charge, Borrower and Lender

and applying the funds, analyzing said account or very likely and compiling said assessments and assessments and

the funds to pay said taxes, assessments, insurance premiums and ground rents, Lender may not charge for so holding

lender or guarantee pays funds to Lender, the funds shall be held in an institution the deposits or accounts of which are

deed of trust if such holder is in institutional lender.

such payments of funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or

Lender on the basis of assessments and bills and reasonable estimates thereof, Borrower shall not be obliged to make

premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by

Property, if any, plus one-twelfth of yearly premium for hazard insurance, plus one-twelfth of yearly

planned unit development assessments, if any) which may attain prior to 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

to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid

2. Funds for Taxes and Insurance. Subsidiary to the Note and late charges as provided in the Note.

Indebtedness evidenced by the Note and Lender's covenants and agrees as follows:

I. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest

UNIFORM COVENANTS, Borrower and Lender covenants and agrees as follows:

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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. 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.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, 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 prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand 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