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MORTGAGE

(Corporate Trustee)

89284063

THIS MORTGAGE is made this 6th day of June , 19 89

between the Mortgagor

FIRST NATIONAL BANK OF EVERGREEN PARK

a Corporation organized and existing under the Laws of the United States of America
not personally but as Trustee under the provisions
of a Deed or Deeds in Trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement
dated May 2, 1989 and known as Trust Number 10672
(herein "Borrower"), and the Mortgagee,

CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO,
a Corporation organized and existing under the Laws of the United States of America, whose address is 10801 South
Western Avenue, Chicago, Illinois (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of
FORTY-THREE THOUSAND AND NO/100-----(\$43,000.00)-----DOLLARS
which indebtedness is evidenced by Borrower's Note dated June 6, 1989
(herein "Note"), providing for monthly installments of principal and interest, and shall continue until the entire
indebtedness is paid in full.

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 15 in NOVAK AND SCHROLL'S RESUBDIVISION of Lots 1 to 8 and 37 to 48 in
Block 15 in Atwood's Addition to Washington Heights, in Section 23, Township 37
North, Range 13 East of the Third Principal Meridian in COOK COUNTY, ILLINOIS.

• DEPT-01 \$14.00
• T#3333 TRAN 1170 06/21/89 15521100
• \$2805 C #125--28414673
• COOK COUNTY RECORDER

which has the address of 3600 W. 116th Place.,
Chicago, Illinois 60655 (herein "Property").

REAL ESTATE INDEX NUMBER 24-23-311-063-0000.

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 water stock, and all
fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend
generally the title to the Property against all claims and demands, subject to any declarations, easements or
restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the
Property.

-89-234063

LOAN NO.

Box 134

Joseph H. J. Laram
Nancy Public

DEBORAH M. NARASIMHAN
Nataly G. BURGESS
My (Signature) Exports 10/15/18

My Commission expires:

68 61

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify THAT Franklin Sellers personally appeared before me this day and acknowledged to me that he is the owner of the property described in the Deed of Transfer, and that he executed the same in his own handwriting, and that he has read the same and fully understands the contents thereof.

23. Waiver of Homestead. Borrower hereby waives all rights of homestead except in the Property.

24. If the corporate trustee named herein is duly authorized to do so by the Trust instrument or by any person having a power of direction over the trustee, and if the property hereby conveyed under this Mortgage consists of a dwelling for five families, the corporate trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

22. Future Advances. Such future Advances, with interest thereon, shall be secured by this Mortgage, prior to release of all sums advanced in accordance herewith to protect the security of this Mortgage within every promissory notes stating that said notes are secured hereby. At no time shall the principal amount of this Mortgage exceed the original amount of the Note.

23. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and Borrower shall pay a fee to Lender and all costs of recordation, if any.

20. **Assignment of Rights:** Assignment of the rents of the Property, provided that Borrower shall prior to acceleration under this Agreement has the right to collect and retain such rents as they become due and payable.

21. **Acceleration of Rights:** Assignment of the rents of the Property, provided that Borrower shall prior to acceleration under this Agreement has the right to collect and retain such rents as they become due and payable.

22. **Period of Redemption:** A period following foreclosure of the Property, during which time the Lender may redeem the Property by paying the amount of the outstanding balance plus all costs and expenses of collection, including attorney's fees, to the Lender.

23. **Redemption:** The Lender's right to require the Borrower to pay the amount of the outstanding balance plus all costs and expenses of collection, including attorney's fees, to the Lender.

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Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgagge. Unless Borrower and Lender agree to otherwise terms of payment, such amounts shall be payable upon demand to Lender to meet outstanding payments made under this Note unless payment in full is made prior to the date of disbursement at the highest rate permitted by law. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; 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 of this Mortgagee is on a leasehold. If this Mortgagee is on a unit in a condominium or a planned unit development, Borrower shall perform all the obligations under the declaration of the planned unit condominium or by-laws and regulations of the condominium documents, if a condominium or planned unit incorporated into and shall be incorporated into the property and recorded together with this Mortgagee, the covenants and agreements of such other shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgagee as in the order hereof.

In favor of and in form acceptable to Lender, Lender shall have the right to hold the policies and renewals, shall promptly furnish to Lender all notices and receipts of paid premium, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make payment of losses if not made promptly by Borrower, in return for which Lender shall receive all premiums paid by Borrower otherwise agreeable in writing, insurance premiums shall be paid by Borrower.

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 premium, an insurance policies shall be paid in the manner provided under Paragraph 2 hereof or, if it is not paid in such manner, by Borrower or making payment, when due, directly to the insurance provider or, if not paid in such manner, by Borrower or making payment, when due, directly to the insurance carrier.

5. Hazard Insurance. Borrower shall keep the insurance of hazard risks required on the Property insured against loss by fire, hazards including "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

Borrower shall promptly furnish to Lender all notices of amounts due under this promissory note and in the event Borrower fails to pay any amount when due, Borrower shall pay interest on such amounts at the rate of twelve percent (12%) per annum.

insurance charges shall be deposited by the lender into our tax and insurance account;

3. Application of Payment. All payments received by the Lender in accordance with the terms of the Note secured by this Mortgagage shall be applied first to interest, then to the Tax and insurance account, and the remainder to principal. Whenever Borrower fails to make a payment, or pay less than the required amount during any month, or elects to skip payments in accordance with the provisions contained herein, Borrower hereby authorizes the Lender to add to the unpaid balance of Borrower's loan account at the end of that month, the amount necessary to provide for interest, taxes and insurance and the amount of the tax

2. Funds for Taxes and Resources Borrower further promises to pay monthly, in addition to the payments aforementioned:

1. Payment of Principal and Interest. Borrower shall promptly pay all charges as provided in the Note, and the principal of and interest on the indebtedness evidenced by the Note, prepared by this Mortgagee.

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8. Inspection. Lender may make or cause to be made reasonable inquiries 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. 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.

11. Forbearance by Lender Not a Waiver. 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. 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 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. 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 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, return receipt requested, 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.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. 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 provisions, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Mortgage and at the time of execution or after recordation hereof upon request.

17. Transfer of the Property. If all or any part of the property or an interest herein is sold or transferred by Borrower or if the beneficial interest or any part thereof in any Land Trust holding title to the property is assigned, sold or transferred, or if the Borrower or title holding Land Trust enters into Articles of Agreement for Deed or any agreement for installment sale of the Property or the beneficial interest to the title holding Land Trust, WITHOUT THE LENDER'S PRIOR WRITTEN CONSENT, excluding, (a) the creation of a lien or encumbrance subordinate to this Mortgage securing the Note, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the property is to be sold or transferred reach agreement in writing that the application by such person to assume the obligation is satisfactory to the Lender and that the interest shall be at such rate as the Lender shall request.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration, such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Law.

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

18. Acceleration; Remedies. Except as provided in Paragraph 17 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 mail notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 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 non-existence of a default or any other defense of Borrower to acceleration or foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all 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 attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, 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, the Note and notes securing Future Advances, if any, 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