

THIS IS A JUNIOR MORTGAGE  
(Delete if First Mortgage)

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MAIL TO

49 3 14948  
This instrument was prepared by:  
Jim R. Skowron  
Name

01-50102612



Great American Federal Savings  
1001 Lake St., Oak Park, IL 60301  
Address

## PRIME RATE MORTGAGE

89314948

### MORTGAGE TO SECURE A REVOLVING LOAN AGREEMENT

THIS MORTGAGE is made this 7th day of July  
1989, between the Mortgagor, Radames Irizarry and Yolonda Irizarry, his wife

(herein "Borrower"), and the Mortgagee, Great American Federal Savings and Loan Association a federally chartered savings and loan association, whose address is 1001 Lake St., Oak Park, Illinois 60301 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of (\$ 15,000.00) Dollars ("Maximum Amount"), or so much of that sum as may be advanced pursuant to the Borrower's Note, providing for monthly payments of principal and/or interest and, with the balance of the indebtedness, if not sooner paid, due and payable on July 7, 1999;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note (including, but not limited to, such obligatory future advances ("Future Advances") as are described in paragraph 18 hereof), 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 agreement of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the property legally described below, located in the County of Cook, State of Illinois, which has the address of 2548 W. Cortez, Chicago, IL 60622 ("Property Address").

TAX I.D. # 16-01-409-029

LOT 26 IN BLOCK 4 IN WATRISS SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 115 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

89314948  
DEPT-01 \$13.25  
T43333 TRAN 2401 07/11/89 16:09:00  
\$5665 + C - 89-314948  
COOK COUNTY RECORDER

-89-314948

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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered with the exception of those items, if any, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that Borrower will warranty and defend generally the title to the Property against all claims and demands, subject to any schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

13 Mail

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9. **Borrower Not Kept Aside.** Extension of the time for payment or modification of amortization of sums secured by this Mortgagor shall not operate to release, in any manner, the liability of his Successor in Interest to pay same at the time originally fixed for payment or otherwise made by him. Borrower's Successors in Interest shall not be required to assume the obligations of this Mortgagor or to pay same at the time originally fixed for payment or otherwise made by him. Borrower's Successors in Interest shall not be liable for any demand made by his Successor in Interest.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone by this Mortgage.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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 repayment of the sums secured

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Mortgage, unless Borrower and Lender otherwise agree in writing, paid to Borrower. In the event of a partial taking of the property, unless Borrower and Lender otherwise agree in writing, the amount of the sums secured by this Mortgage which proportion of the proceeds is equal to the fair market value of the property taken, shall be applied to the sums secured by this Mortgage prior to the date of taking bears to the date of taking.

8. **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 convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

7. **Inspection.** Lender may make or cause to be made reasonable inspections upon and inspections of title, property, providing such notice as may be required by law, and Lender's interest in the property, and Lender shall give Borrower notice prior to any such inspection specifically listing reasonable causes capable of causing repossessory rights to Lender's interest in the property.

**Any amounts disbursed by Lender pursuant to this Paragraph 6 which exceed the amount of payments made by Borrower and Lender agree to other terms of payment, such amounts shall be considered as of Borrower secured by this Mortgagor. Unless Borrower and Lender agree to take any expense or take any action to collect any amounts such as late fees or attorney's fees, nothing shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action to collect any amounts such as late fees or attorney's fees, unless Borrower and Lender agree to other terms of payment, such amounts shall be considered as of Borrower secured by this Mortgagor.**

such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

and agreeable men of this Mortgagee as if the Rider were a part hereof.

constituted documents, if a Committee or Panelled Unit Designate pursuant to such Rider is executed by Borrower and recorded together with this Mortgage, the coverings and agreements of such Rider shall be included into and shall amend and supplement the coverings

The suns secured by this privilege immediately revert to the use of the corporation.

In heretofore the Property is equipped by Leicht, All rights, line and interests of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of

Proceeds in Lender's option either (i) restoration or repair of the Property or to the sums secured by this Mortgage.

Regardless of whether or not the insurance company denies your claim, you have the right to sue the responsible party if they are found at fault. If you are injured in a car accident, it's important to seek medical attention and contact a personal injury attorney as soon as possible.

Unless Leander and his coworkers otherwise argue in writing, insurcance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible or if the security of this Mortgage would be impaired.

shall promptly pay such to Lender all renewals notices and all receipts of paid premiums. 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.

All insurance policies and renewals thereafter shall be in form acceptable to Lender. Lender shall have the right to hold the policies and renewals ifcreof, and 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 premiums on insurance policies shall be paid by Borrower when due.

exceeded the initial amount due and owing, before the date of the last payment, by the sum secured by this Mortgage and all other Mortgages and Trust Deeds with respect to the Property.

4. Hazards included within the term "extended coverage", and such other hazards as Lesender may require and include

and leases should pay rents if any, when due. Borrower shall promptly furnish to Lender all notices of assignments due under this paragraph, and in the event Borrower shall make payment directly to Lender or to any other party, shall promptly disclose such payments to Lender.

**3. Charges:** Lenders, Borrower shall promptly pay all obligations secured by a Mortgage or trust deed affecting the Property, taxes, assessments and other charges, fines and intangibles attributable to the Property which may arise after this Mortgagor's

2. Application of premiums, which are received by the Note Plus Any Premiums due for Credit Life Insurance, when it is applied by Lender first in payment of interest due on the Note Plus Any Premiums received by the Note Plus Any Premiums under the terms hereof.

The principal of and interests on the imdebtendess evidenced by the Note, and late charges as provided in the Note, including the principal of any future advances secured by this Mortgage.

1. Payment of Principal and Interest. Borrower shall promptly pay when due without set-off, recoupment, or deduction principal and interest and all other amounts due to Lender under this Note.

Both mother and Léandre Gagné have aged as follows:

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**10. 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.

**II. 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.

**12. 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. 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.

**13. 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 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.

**14. Governing Law; Severability.** This Mortgage shall be governed by the law of Illinois. 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 the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreement.

**15. Transfer of the Property; Assumption.** If all or any part of the Property or an interest herein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien on encumbrance subordinate to this Mortgage, (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, and without notice to Borrower, declare all the sums secured by this Mortgage to be immediately due and payable. Lender is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the loan hereby secured.

**16. Acceleration; Remedies.** Upon Borrower's default in the performance 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 at its option, and without notice to Borrower, declare due and payable all sums secured by this Mortgage and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all estimated and actual expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

**17. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided, that Borrower shall, prior to acceleration under paragraph 16 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 16 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled 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 Lender or 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

**18. Future Advances.** The Holder of the Note secured by this Mortgage is obligated to make advances of principal as requested from time-to-time for a period of 10 years from the date of the Note, unless the amount requested when added to the then-outstanding principal balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note or Mortgage, or there shall then exist a federal, state, or local statute, law, or ordinance, or a decision by any tribunal which (in the sole opinion of any Holder of the Note), adversely affects the priority or validity of the Note or this Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the Maximum Amount.

**19. 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.

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

IN WITNESS HEREOF, Borrower has executed this Mortgage.

Robert Dugay

- BOKUMER

Takao Isamu

-Kontakt

89314948

STATE OF IL)  
COUNTY OF Cook)

I, Jim R. Skowron, a Notary Public in and for said county and state, do hereby certify that Radames Irizarry and Yolonda Irizarry, his wife, personally known to me to be the same person(s) whose name(s) 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 uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of July, 1889.

My Commission expires -

