

MORTGAGE

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UNOFFICIAL COPY

BOX 333 - TH

CITICORP SAVINGS

P.O. Box 803487 Chicago, Illinois 60680

This Instrument was prepared by: KAREN L. MICKENS

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S-9081087-2 Apcl. Ad. Dept.

THIS MORTGAGE is made this 1ST day of AUGUST 19 89 between the Mortgagor, THOMAS E. NEAL & MARY L. NEAL, HIS WIFE (herein "Borrower"), and the Mortgagee, Citicorp Savings of Illinois, A Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is ONE SOUTH DEARBORN CHICAGO, ILLINOIS 60603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,000.00 which indebtedness is evidenced by Borrower's note dated AUGUST 1, 1989 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 AUGUST 11, 1999;

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 21 AND LOT 22 (EXCEPT THE SOUTHEASTERLY 20 FEET THEREOF) IN BLOCK 3 IN ELSTON AVENUE ADDITION TO IRVING PARK BEING A SUBDIVISION OF LOT 4 IN COUNTY CLERK'S DIVISION OF LOTS 1 AND 7 TO 15, INCLUSIVE IN FITCH AND HECOX'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS

AUG 15 11:43

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13.00

P.I.N. No. 13-15-218-004-0000

which has the address of 4633 N. KASSON CHICAGO, Illinois 60630 (herein "Property Address");

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 of the Property against all claims and demands, subject to encumbrances of record.

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. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest payable on the Note, and then to the principal of the Note.

3. 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.

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without further notice or demand on Borrower.

Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted 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. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted 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.

option shall not be exercised by Lender if exercised by federal laws as of the date of this Mortgage. 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 on the property. 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 on the property. 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 on 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 provision shall not apply if the transfer is to a member of the Borrower's family as defined in the laws of the jurisdiction in which the Property is located.

17. **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.

18. **Governing Law, Jurisdiction, Venue and Arbitration:** 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.

19. **Notice:** Except for any notices 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.

20. **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 benefit of, the Borrower, its successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of co-mortgagor shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage or a 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, to bear, or make any other accommodations with regard to the terms of this Mortgage or the Note without Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

21. **Borrower Not Released; Forfeiture by Lender Not a Waiver; Extension of the time for payment or modification of amortization of the sums secured by this Mortgage:** Lender's agreement to extend, modify, 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 provided by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

22. **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. 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.

23. **Insurance:** 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.

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Handwritten notes and signatures on the right margin, including a date "10/10/2012" and a signature.



My Commission expires: 9-8-90

Given under my hand and official seal, this

1989, day of August, 15th

appeared before me this day in person, and acknowledged that

personally known to me to be the same person(s) whose name(s)

THOMAS E. NEAL, HIS WIFE

MARY L. NEAL, BORROWER

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, of any default under the superior en-

cumbrance and of any sale or other foreclosure action.

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

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

19. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender

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, 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,

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 account only for those rents actually received.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Bor-

rower'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 16 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 ac-

celeration had occurred.

16. Acceleration Remedies. Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement

Space Below This Line Reserved For Lender and Recorder

Notary Public

1989, day of August, 15th

appeared before me this day in person, and acknowledged that

personally known to me to be the same person(s) whose name(s)

THOMAS E. NEAL, HIS WIFE

MARY L. NEAL, BORROWER

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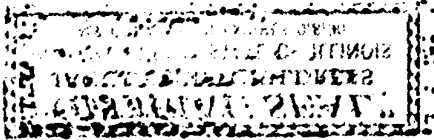
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Property of Cook County Clerk's Office

*[Handwritten signatures and text]*

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COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, ILL. 60602