

This instrument was prepared by

**UNOFFICIAL COPY** 90414478

**DENNIS P. SCHENK**  
ST. PAUL FEDERAL BANK  
FOR SAVINGS  
6700 W. NORTH AVE.  
CHICAGO, IL 60635

LOAN NO. 011869658

**MORTGAGE**

1081  
C906716

THIS MORTGAGE is made this **17TH** day of **AUGUST, 1990**, between the Mortgagor **WILLIAM A WHALEN AND MICHELE M WHALEN, HIS WIFE** (herein "Borrower"), and the Mortgagee, **ST. PAUL FEDERAL BANK FOR SAVINGS**, a corporation organized and existing under the laws of **THE UNITED STATES OF AMERICA** whose address is **6700 W. NORTH AVENUE, CHICAGO, ILLINOIS 60635** (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. **\$25,500.00**, which indebtedness is evidenced by Borrower's note dated **08/17/90** 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 **SEPTEMBER 1, 2005**.

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:

DEPT-01 RECORDING \$17.00  
#2222 TRAN 4948 08/24/90 15:31:00  
#5707 # \*-90-414478  
COOK COUNTY RECORDER

**LOT 5 AND THE NORTH 8.33 FEET OF LOT 6 IN BLOCK 9 IN EDISON PARK, A SUBDIVISION IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

P.I.N. #09-36-103-033

Return to:  
**COMMUNITY TITLE GUARANTY CO.**  
377 E. Butterfield Rd., Suite 100  
Lombard, Illinois 60148  
(708) 512-0444 1-800-222-1366

which has the address of  
(herein "Property Address"):

**7036 N OZARK CHICAGO IL 60631**

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 seised 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.

1700

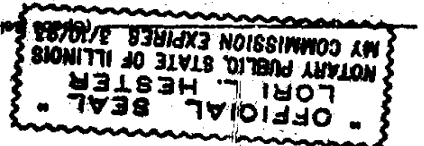
Box 156

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Property of Cook County Clerk's Office

WILLIAM A. WHELAN  
011869658



Below This Line Reserved For Lender and Recorder

My Commission expires: 3-10-93  
Notary Public  
*Lori L. Hester*

Given under my hand and official seal, this 17th day of August 1991  
free voluntary act, for the uses and purposes therein set forth.  
before me this day in person, and acknowledged that *I* signed and delivered the said instrument as  
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared

*William A. Whelan & Michelle H. Whelan, His Wife*  
a Notary Public in and for said county and state, do hereby certify that  
STATE OF ILLINOIS  
County ss: *Kendall*

*William A. Whelan*  
WILLIAM A. WHELAN - Borrower  
*Michelle M. Whelan*  
MICHELLE M. WHELAN - Borrower

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.

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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 heirs, assigns 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) a 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 an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (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 secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. 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 paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

**NON-UNIFORM CONVENANTS.** 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 attorney's 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 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.

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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... 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender... 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note... 4. Prior Mortgages and Other Liens. Borrower shall perform all of Borrower's obligations under any... 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured... Upon payment of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender...

6. Preservation and Maintenance of Property. Lender shall keep the Property in good repair and shall not permit... 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this... 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property... 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any... 10. Borrower Not Released; Forfeiture By Lender Not a Waiver. Extension of the time for payment or modification of...

11. Borrower Not Released; Forfeiture By Lender Not a Waiver. Extension of the time for payment or modification of... 12. Lender's Interest in the Property. Lender shall give Borrower notice prior to any such inspection specifying reasonable cause... 13. Insurance. 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... 14. Lender's Lien. Lender shall have a lien in favor of and in a form acceptable to Lender, Lender shall have...

15. Lender's Lien. Lender shall have a lien in favor of and in a form acceptable to Lender, Lender shall have... 16. Assignment. This Mortgage shall be assignable by Lender to any assignee... 17. Successors. This Mortgage shall bind the Borrower and its successors, assigns, heirs, and assigns...

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## LOAN RIDER

LOAN NUMBER: 011869658  
DATE: AUGUST 17, 1990

THIS RIDER is incorporated into and made a part of a certain Mortgage dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure an indebtedness of the undersigned; said Mortgage encumbers real property commonly described as:

7036 N OZARK, CHICAGO IL 60631

- 1.) Borrower and Lender agree that notwithstanding anything contained in covenant 20 of the Mortgage, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that Lender is the owner and holder of all or part of a first mortgage securing an indebtedness of the undersigned which is identified by loan number \_\_\_\_\_. Borrower and Lender further agree that if said indebtedness is repaid in full before the sums secured by this Mortgage are paid in full, the balance of the sums secured by this Mortgage shall become immediately due and payable in full.
- 3.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's interest under the Mortgage, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER(S) has executed this RIDER.

Dated this 17TH day of AUGUST, 19 90



WILLIAM A WHALEN - Borrower



MICHELE M WHALEN - Borrower

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LOAN RIDER

RECEIVED... AUGUST 13 1968

THIS RIDER is incorporated into and made a part of the original...  
7036 N OAK, CHICAGO, ILL 60641

1) Borrower and lender agree that the...  
2) Borrower and lender agree that the...  
3) Borrower and lender agree that the...

IN WITNESS WHEREOF BORROWER(S) has executed this RIDER

Dated this 11th day of AUGUST 1968

WITNESSES

...

...

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Loan No.: 011869658  
Date: AUGUST 17, 1990

**Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.**

THIS DUE-ON-TRANSFER RIDER is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to St. Paul Federal Bank For Savings (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

**7036 N OZARK CHICAGO IL 60631**  
(Property Address)

**AMENDED COVENANT.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

**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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

..... A .....  
..... WILLIAM A WHALEN ..... (Seal)  
..... Borrower  
*Michele M. Whalen* ..... (Seal)  
..... MICHELE M WHALEN ..... Borrower

Deputy County Clerk's Office

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COOK COUNTY CLERK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Cook County

STATE OF ILLINOIS

Property of Cook County Clerk's Office