

# UNOFFICIAL COPY

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This instrument was prepared by:  
J. Y. IRIZARRY  
LaSalle Bank Lake View...  
(Name)  
3201 N. Ashland Ave.,.....  
(Address)  
RETURN TO BOX 146

## MORTGAGE

THIS MORTGAGE is made this 24th day of October 1990, between the Mortgagor, THOMAS M. REEB MARRIED TO POLLY REEB (herein "Borrower"), and the Mortgagee, LaSalle Bank Lake View, a corporation organized and existing under the laws of ILLINOIS, whose address is 3201 N. Ashland Ave. Chicago, Illinois 60657 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of thirty three thousand five hundred and 00/100th Dollars, which indebtedness is evidenced by Borrower's note dated October 24, 1990 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 23, 1995.

To SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 50 IN HALEY'S SUBDIVISION IN BLOCK 11 IN JONES SUBDIVISION OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMEMENT REAL ESTATE INDEX 20-29-126-024 Volume 434

90529154

90529154

which has the address of 1450 W. 74TH. ST. CHICAGO, ILLINOIS 60636 (Street) (City) (herein "Property Address"); (State and Zip Code)

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.

Vertical text on the left margin, possibly a date or reference number.

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Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time.

19. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, and costs of documentary evidence, abstracts and title reports.

and costs of documentary evidence, abstracts and title reports, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall

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 in default of the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on

shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding acceleration of the sums secured by this Mortgage, foreclosure, by judicial proceeding and sale of the Property. The notice

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

agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or

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

Lender may, without further notice or demand on Borrower, make any remedies permitted by paragraph 18 hereof, which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period,

paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with

obligations under this Mortgage and the Note. Lender has exercised a written assumption agreement accepted in writing by Lender. Lender shall release Borrower from all

shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in

is satisfied to Lender and that the interest payable on the sums secured by this Mortgage shall be at a rate as Lender

and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person

immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender

not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Mortgage to be

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

this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise,

by Borrower without Lender's prior written consent, including in the creation of a lien or encumbrance subordinate to

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred

of execution or after redemption hereof.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time

and the provisions of the Mortgage and the Note are declared to be severable.

other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this

event that any provision of clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect

use and non-uniform covenants with limited covenants by jurisdiction to constitute a uniform security instrument covering

15. Uniform Mortgage Governing Law; Severability. This form of mortgage combines uniform covenants for national

Mortgage has been given to Borrower or Lender, as given in the manner designated herein.

such other address as Lender may designate by notice to Borrower, as provided herein. Any notice provided for in this

(b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to

the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and

Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to

interpreted or define the provisions hereof.

The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to

subject to the provisions of paragraph 17 hereof, all covenants and agreements of Borrower shall be joint and several,

contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower.

13. Successors and Assigns; Joint and Several Liability; Captions. The covenants and agreements herein

remedy under this Mortgage or afforded by law of equity, and may be exercised concurrently, independently or successively,

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or

right to accelerate the maturity of the indebtedness secured by this Mortgage.

The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's

otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy,

11. Forbearance by Lender and Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or

secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest,

proceedings against such successor or refusal to extend time for payment or otherwise modify amortization of the sums

by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner,

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured

such installments

or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of

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

Property or to the sums secured by this Mortgage, Lender is authorized to collect and apply the proceeds

an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date such notice is

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make

paid to Borrower.

taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance 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

otherwise agree in writing there shall be applied to the sums secured by this Mortgage proportion of the proceeds

with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage,

and shall be paid to Lender.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

interest in the Property.

that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided

any action hereunder.

permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take

interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate

date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of

amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the

indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional

maner provided under paragraph 2 hereof.

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

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