

MORTGAGE PREFERRED LOAN

No. 28000978479

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THIS MORTGAGE (Mortgage) is made this 27th day of Nov 1990 between Brian McPartlin and Marjorie McPartlin his wife (Borrower) and the Mortgagee, Citibank, Federal Savings Bank, a corporation organized and existing under the laws of the United States, One South Dearborn Street, Chicago, Illinois, the Lender.

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 25,000.00, which indebtedness is evidenced by the Note, and interest thereon, and extensions and renewals thereof (herein "Note"), and the scheduled monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 11/30/90.

TO SECURE the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all principal and interest thereon, advanced in accordance herewith, the perfect 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 45 AND 46 IN BLOCK 7 IN THE PEOPLES ORLAND PARK ADDITION IN SECTION 2, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.O.S. No. 27-09-112-002

Address of the property: 14407 Highland, Orland Park, IL 60462 (herein "Property Address")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and benefits of every kind shall be deemed to be and remain a part of the property covered by this mortgage; and all fixtures, improvements, and 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 will defend and hold harmless the Property against all claims and demands, subject to encumbrances of record.

Uniform Covenants, Borrower and Lender, of form and appear as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness as set forth in 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 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 obligations to pay taxes and other charges, assessments and other charges, fines and penalties levied against the Property, which run, attach a priority over this Mortgage, and leasehold payments on ground.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, lightning, theft, and hazards included within the term "extended coverage", and such other hazards as Lender may require and in amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender; provided, that the carrier shall not be an "assessable" withhold. All insurance policies and receipts therefor shall be in a form acceptable to Lender, and shall contain a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to require the replacement of the first or other security agreement with a mortgage, deed of trust or other security agreement with a standard mortgage clause.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss and receive proceeds promptly from Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given to the insurance carrier, that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to apply and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the same or other purposes.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall maintain 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.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if a proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, may require Borrower to make such appearances, disburse such sums, including reasonable attorneys' fees, and take such other actions as may be necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making a loan under this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the security agreement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

7. Default. Any amount borrowed by Lender pursuant to this paragraph 6, with interest thereon, at the Note rate, shall become due and payable to Lender if Borrower is secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, Borrower shall pay to Lender upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. If proceeds of any award of 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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9. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or satisfaction of any obligation of the sums secured by this Mortgage granted by Lender to any successor or interest of Borrower shall not operate to release or discharge the liability of the original Borrower and Borrower's successors or interest. Lender shall not be deemed to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any obligation of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors or interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy.

10. 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 successors and assigns of Lender and Borrower, and to the heirs and assigns of the parties hereto. All covenants and agreements of Borrower shall be joint and several. Any successor or assign of this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and assign to Lender Borrower's interest in the Property to Lender under the terms of this Mortgage, and is not personally liable on the Note, and (b) agrees that Lender and any other Borrower hereunder may agree to extend, modify, amend, substitute or otherwise accommodate 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.

11. Notice. Any notice required under applicable law to be given in another manner, (a) any notice to Borrower under this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the last address of which Lender has knowledge, or 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 if it is given to Lender when given in the manner designated herein.

12. 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 the provisions of the 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. As used herein, "costs", "expenses" and "attorneys' fees" include attorneys' fees to the extent not prohibited by applicable law or limited herein.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of recording or upon recordation hereof.

14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement or 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 interests that Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest in it is sold, transferred or 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 option shall not be exercised by Lender if exercise is prohibited by federal laws as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on Borrower.

NON INFORMAL COVENANTS, Borrower and Lender further covenant and agree as follows:

16. Acceleration Remedies. Except as provided in paragraph 15 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 upon written acceleration shall give notice to Borrower as provided in paragraph 11 hereof specifying: (1) the breach; (2) the action upon which Lender is in 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 advise Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding any defenses, claims or other defenses 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 proceedings. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of law, court costs, evidence, abstracts, and title reports.

17. 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 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, the Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

If Lender exercises its right under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed to 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 the amount actually received.

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.

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

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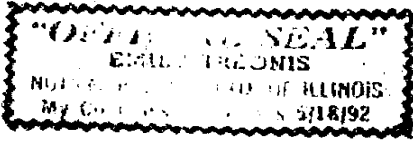
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CITIBANK

Borrower and Lender represent 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 terms of said encumbrance, and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage



Brian McPartlin
BORROWER Brian McPartlin

Marjorie McPartlin
BORROWER Marjorie McPartlin

State of Illinois
County of Will

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Brian McPartlin, Marjorie McPartlin**, personally known to me to be the same person whose names are subscribed to the above and hereinbefore appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument, hereunto and heretofore, for the uses and purposes therein set forth, including the release and waiver of the lien of said instrument.

GIVEN under my hand and official seal, this 27 day of Nov, 1990

Emily Treonis
Notary Public

Witness my hand and seal this 27 day of Nov, 1990

Space below This Line Reserved For Lender and Recorder

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