

UNOFFICIAL COPY

Recording Requested by and  
When Recorded Return to:  
\*\* Shearson Lehman Hutton  
Mortgage Corporation

7 1 2 8 4 3 1

90128431

Box 154

19000 MAC ARTHUR BLVD.  
P.O. BOX 2840  
NEWPORT BEACH, CA 92658-9005

Attention: CMS / PATRICIA A. DEFFENBACH  
Title Order No.: C901216

Space Above for Recorder's Use  
Loan No. 623974-9

186 54 / 90 / 216

THE NOTE THIS MORTGAGE SECURES CONTAINS PROVISIONS ALLOWING FOR CHANGES  
IN THE INTEREST RATE AND MONTHLY PAYMENTS.  
**MORTGAGE**

THIS MORTGAGE is made this 14th day of March, 1990, by and between  
HAROLD L. KELLER, A.K.A. HAL KELLER, DIVORCED AND NOT SINCE REMARRIED

(hereinafter, whether one or more, referred to as the "Mortgagor"), and Shearson Lehman Mortgage Corporation ("Shearson Mortgage"), a corporation organized and existing under the laws of the State of Delaware, whose address is 1201 E. Highland Avenue, San Bernardino, California 92404, as Mortgagee hereunder.

1. **The Agreement** Mortgagor and Shearson Mortgage have entered into a "Shearson Home Equity Credit Account Agreement or Revolving Term Equity Loan Note" of even date herewith, as now existing or hereafter amended, renewed or extended (the "Agreement") pursuant to which Shearson Mortgage has established for Borrower's benefit (as the term "Borrower" is defined below) a credit account with Shearson Mortgage (the "Credit Account"). The obligations of the Borrower under the Agreement are secured by this Mortgage, and the Agreement contains provisions regarding, among other things, advances, the revolving nature of credit, use of proceeds, promise to pay, maximum amounts of credit outstanding, loan advance procedures, the variable interest rate, other finance charges and if applicable the payment of a balloon payment. The Agreement is incorporated herein by this reference and is made a part of the Mortgage. The terms of the Agreement and any other agreement between the parties are expressly incorporated into each other and this Mortgage as though fully set forth therein and herein. All capitalized terms contained in this Mortgage, unless otherwise specifically defined, have the same meaning as in the Agreement. All advances made pursuant to the revolving credit arrangement, established under the Agreement shall have the same priority as if made at the time of recording of this Mortgage.

2. **Security** In consideration of Shearson Mortgage extending credit pursuant to the Agreement, and the funding thereof, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Mortgagor irrevocably mortgages, grants and conveys to Shearson Mortgage, its successors and assigns the following described property located in the County of COOK State of Illinois;

90128431

LOT 112 IN HIGHVIEW SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF CENTER LINE OF 5TH AVENUE IN VILLAGE OF LAGRANGE PARK, IN COOK COUNTY, ILLINOIS.

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

DEPT-01 RECORDING \$17.00  
187777 TRAN 1115 03/22/90 16:28:00  
64581 \* F \* - 90 - 128431  
COOK COUNTY RECORDER

which has a property address of:

712 NORTH LA GRANGE ROAD  
(Street)

LA GRANGE PARK, ILLINOIS 60525  
(City) (State and Zip Code)

90128431

P.I.N. 15-33-127-019

TOGETHER with all improvements now or hereafter erected on such property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given under this Mortgage to Shearson Mortgage to collect and apply such rents), issues, profits, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to such 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 such property (or the leasehold estate, if this Mortgage is on a leasehold) are referred to in this Mortgage as the "Property";

Box 154



Unless Shearson Mortgage has otherwise agreed with Mortgagee in writing, any such application of proceeds to principal shall not extend to postpone the due date of any payment (including the final payment due on the Maturity Date) owing under the Agreement or change in the amount of any such payments.

**10. Extension Not a Release.** If Shearson Mortgage grants an extension of the time for payment of the sums secured by this Mortgage to anyone who is Mortgagee's successor in interest, the extension shall not operate to release, in any manner, Mortgagee's liability or the liability of Mortgagee's successors in interest. Shearson Mortgage shall not be required to (a) commence proceedings against such successor or (b) refuse to extend time for payment of the sums secured by this Mortgage by reason of any demand made by Mortgagee or Mortgagee's successors in interest.

**11. Forbearance Not a Waiver.** Any forbearance by Shearson Mortgage 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 Shearson Mortgage shall not be a waiver of Shearson Mortgage's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or the Agreement or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound! Captions.** The agreements contained in this Mortgage shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Shearson Mortgage and Mortgagee, subject to the provisions of Paragraph 16. 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.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagee provided for in this Mortgage shall be given by mailing the notice by certified mail, return receipt requested, addressed to Mortgagee at the Property address stated above or to such other address as Mortgagee may designate by notice to Shearson Mortgage as provided in this Paragraph; and (b) any notice to Shearson Mortgage shall be given by certified mail, return receipt requested, to Shearson Mortgage's address stated above or to such other address as Shearson Mortgage may designate by notice to Mortgagee as provided in this Paragraph. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagee or Shearson Mortgage when given in the manner designated in this Paragraph.

**15. Governing Law, Severability, Conflicts.** This Mortgage shall be governed by the law of the jurisdiction in which the property is located, provided that this provision shall not limit the applicability of Federal law. In the event that any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable and separately enforceable. In the event of any conflict between the provisions appearing in either documents executed in connection with the Credit Account described in the Agreement, the terms of the Agreement shall govern.

**16. Transfer of the Property; Acceleration.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Property is sold or transferred and the 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 day of this Security Instrument.

**17. Acceleration Remedies.** If any loan advance or any other amounts owed to Shearson Mortgage under the Agreement is not paid when due, or if Borrower breaches any other provision of the Agreement, or if Mortgagee fails to pay any sum, with interest thereon, advanced in accordance with this Mortgage to protect the security of this Mortgage or if Mortgagee fails to perform any of Mortgagee's obligations or otherwise breaches any provision of this Mortgage, Shearson Mortgage may, at its option and without notice, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and Shearson Mortgage may invoke the power of sale, if permitted by local law, and any other remedies permitted by applicable law. Shearson Mortgage shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph, including, but not limited to, court costs and reasonable attorneys' fees.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 16 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Shearson Mortgage shall deliver to the purchaser Shearson Mortgage's deed conveying the Property so sold without any covenant or warranty, cures or implied. The recitals in Shearson Mortgage's deed shall be prima facie evidence of the truth of the statements made therein, but not limited to, reasonable attorneys' fees and costs of the evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

To the extent permitted by law, we hereby waive the benefit of all homestead, dower, curtesy, appraisal, valuation, redemption, reinstatement, stay, extension, examination, and moratorium laws now existing or hereafter enacted and any right to have the Property marshalled upon any foreclosure.

**18. Assignment of Recitals; Appointment of Receiver; Shearson Mortgage in Possession.** As additional security hereunder, Mortgagee hereby assigns to Shearson Mortgage the rents of the Property, provided that Mortgagee shall, prior to an acceleration of the sums secured by this Mortgage or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon an acceleration of the sums secured by this Mortgage or abandonment of the Property, Shearson Mortgage, 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 Shearson Mortgage 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 attorneys' fees, and then to the sums secured by this Mortgage. Shearson Mortgage and the receiver shall be liable to account only for those rents actually received.

**19. Reconveyance.** Upon payment of all sums secured by this Mortgage, Shearson Mortgage shall execute and deliver to Mortgagee an instrument in recordable form evidencing the satisfaction of this Mortgage. Mortgagee shall pay all costs and expenses incurred in connection with the preparation and recording of such instrument.

**20. Requests for Notice.** Mortgagee requests that copies of any notice of default and sale be sent to Mortgagee's residence address or Mortgagee's address shown above.

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KELLER

collectively, the Borrower, in an amount not at any time exceeding \$ 67,100.00

in the aggregate, in accordance with the terms thereof. (b) the performance by Borrower of all of Borrower's other obligations under the Agreement (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and (d) the performance by Mortgagor of all of Mortgagor's obligations contained in this Mortgage.

5. **Charges; Liens.** Mortgagor will pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may or may not attain a priority over this Mortgage, as well as all leasehold payments or ground rents or any other obligations of the Property and the Mortgagor will promptly furnish Shearson Mortgage with receipts of those payments. Mortgagor will pay the discharge any lien that is greater than the lien of any Mortgage that is (a) identified on Exhibit "B" attached if applicable, which Exhibit "B" is incorporated by reference under number 23 and made a part of this Mortgage, provided that Mortgagor will not be required to discharge any such lien so long as Mortgagor agrees in writing to the payment of the obligation secured by such lien in a manner acceptable to Shearson Mortgage and will not avoid, contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

1. **Ownership of the Property.** Mortgagor warrants and represents that Mortgagor is the Trustee of a land trust. Mortgagor represents that Mortgagor lawfully owns the Property and has the right to grant and convey the Property under this Mortgage. That, except as set forth in Exhibit "B" if applicable, the Property is unencumbered and that Mortgagor will warrant and defend against all claims against the Property against all claims and demands, subject to any declarations, easements or restrictions listed in Exhibit "B" attached if applicable.

5. **Hazard Insurance.** Mortgagor will keep the improvements now existing on hereafter created on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards that Shearson Mortgage may require and in the amounts and for the periods that Shearson Mortgage may require, provided that Shearson Mortgage shall not require that the amount of such coverage exceed that amount of coverage required to pay the total of or the maximum credit available under the Agreement and to the aggregate unpaid balance(s) of all the debts of trust and other liens identified in Exhibit "B" if applicable.

Mortgagor may obtain the insurance from the insurance carrier of Mortgagor's choice, subject to Shearson Mortgage's approval. Shearson Mortgage's approval will not be unreasonably withheld. All premiums on insurance policies shall be paid directly to the insurance carrier.

All insurance policies and policy renewals shall be in form acceptable to Shearson Mortgage and shall include a standard mortgage clause in favor of and in form acceptable to Shearson Mortgage. Shearson Mortgage shall have the right to hold the policies and policy renewals, and Mortgagor will promptly furnish Shearson Mortgage with all renewal notices and all receipts of premiums paid. In the event of loss, Mortgagor will notify the insurance carrier and Shearson Mortgage within thirty (30) days of such loss. Shearson Mortgage may make proof of loss if not made promptly by Mortgagor.

Unless Shearson Mortgage otherwise agrees with Mortgagor in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided that the restoration or repair costs no more than 50 percent of the appraised value of the Property and would not impair the security of this Mortgage. If restoration or repair would cost more than 50 percent of the appraised value of the Property or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If Mortgagor abandons the Property or if Mortgagor fails to respond to Shearson Mortgage within thirty (30) days from the date Shearson Mortgage mails the notice to Mortgagor that the insurance carrier has offered to settle a claim for insurance benefits, Mortgagor authorizes Shearson Mortgage to collect and apply the insurance proceeds at Shearson Mortgage's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Shearson Mortgage otherwise agrees with Mortgagor in writing, any such application of proceeds by Shearson Mortgage shall not extend or postpone the due date of any payment (including the final payment due on the Maturity Date) owing under the Agreement to change the amount of any such payments. If, under Paragraph 17 Shearson Mortgage acquires the Property all of Mortgagor's right, title and interest in and to any insurance policies and in and to the proceeds of those policies resulting from damage to the Property prior to the sale or acquisition shall pass to Shearson Mortgage to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation; Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor agrees that Mortgagor will keep the Property in good repair and will not commit waste or permit impairment or deterioration of the Property and will 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, Mortgagor will perform all of Mortgagor's obligations under the declaration or covenants, conditions and restrictions governing the condominium or planned unit development, and consistent documents.

7. **Protection of Security.** If Mortgagor fails to perform any of Mortgagor's obligations contained in this Mortgage or if any action or proceeding is commenced which materially affects Shearson Mortgage's interest in the Property, including (a) the filing of a bankruptcy or insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or insolvency, then Shearson Mortgage may, at its option, upon notice to Mortgagor, make such appearances, disburse such sums and take such action as is necessary to protect its interest in the Property but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. Mortgagor further agrees to reimburse Shearson Mortgage should it obtain title endorsements or similar guarantees to maintain its lien priority on the Property.

Any amounts disbursed by Shearson Mortgage pursuant to this Paragraph with interest thereon shall be added to the sums secured by this Mortgage. Unless Shearson Mortgage agrees with Mortgagor to other terms of payment, such amounts shall be payable upon notice from Shearson Mortgage to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rates from time to time payable under the Agreement, unless payment of interest at such rates would be contrary to applicable law. Nothing contained in this Paragraph shall require Shearson Mortgage to incur any expense or take any action hereunder.

8. **Inspection.** Shearson Mortgage may make or cause to be made reasonable entries upon and inspections of the Property provided that Shearson Mortgage shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Shearson Mortgage's interest in the Property.

9. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, incurred 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 Shearson Mortgage.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. In the event of a partial taking of the Property, unless Shearson Mortgage has otherwise agreed with Mortgagor in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which bears the ratio of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagor.

If Mortgagor abandons the Property or if after Shearson Mortgage gives Mortgagor notice of its intent to exercise its power of sale or setoff, Shearson Mortgage fails to exercise its power of sale or setoff, Shearson Mortgage is authorized to collect and apply the proceeds of the property to the sums secured by this Mortgage.

002-131

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EXHIBIT B  
(Prior Encumbrances and Other Liens)

Senior Liens to Shearson Lehman Hutton Mortgage Corporation

A MORTGAGE made by HAROLD L. KELLER AND GWEN KELLER, HUSBAND AND WIFE, to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER to secure payment of \$86,000.00 dated MAY 31, 1979 and recorded JUNE 20, 1979 as Document No. 25014018.

Junior Liens to Shearson Lehman Hutton Mortgage Corporation

Property of Cook County Clerk's Office

30128131 04/88

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Property of Cook County Clerk's Office

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LOAN NO. 623974-9

9 8 1 2 8 4 3 0

## ILLINOIS RIDER TO THE MORTGAGE

This Rider is made this 14TH day of March, 1990, and is incorporated into and shall be deemed to amend and supplement the ~~Revolving Term Equity Loan Note~~ of the same date, given by HAROLD L. KELLER A.K.A. HAL KELLER (the "Borrower") to SHEARSON LEHMAN HUTTON MORTGAGE CORPORATION ("Shearson Mortgage").



\*Mortgage

Paragraph 16 shall be deemed to read:

16. **Transfer of Property; Fraud or Misrepresentation; Acceleration.** 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, or if Borrower obtains the sums secured by this Security Instrument through fraud or material misrepresentation of the facts, 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.

Hal Keller - Harold L. Keller  
Borrower (Seal)

\_\_\_\_\_  
Borrower (Seal)

3/14/90 HAROLD L. KELLER A.K.A. Hal Keller

\_\_\_\_\_  
Date

Date