

# UNOFFICIAL COPY

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This instrument was prepared by:

KENNETH KORANDA

40 W 47TH ST

WESTERN SPRING IL 60558

LOAN # 0760031586

THIS IS A JUNIOR MORTGAGE

## EQUITY *Cash Line* MORTGAGE

15<sup>00</sup>

THIS MORTGAGE is made this 4TH day of JUNE, 1990, between the Mortgagor, JUANITO S BARTOLOME and EVANS S BARTOLOME, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, MidAmerica Federal Savings & Loan Association, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's Equity Agreement and Promissory Note (herein "Note") providing for periodic payments as called for therein, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 1ST, 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:

LOT 12 IN A. G. SHEELE'S INDIAN HEAD PARK, UNIT NO. 5, IN THE EAST 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY ILLINOIS

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P.I.N. 18-19-406-012-0000

which has the address of 6615 COCHISE DRIVE, INDIANHEAD PK, IL 60525 (herein "Property Address");

Together with all 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, except for FIRST MORTGAGE TO

MIDAMERICA FEDERAL SAVINGS IN THE AMOUNT OF \$120,000, RECORDED AS DOCUMENT NO. 81-008343 and that Borrower will warrant and defend generally the title to the property against all other 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.

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<p style="text-align: right;">Personality known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I <u>he</u> signed and delivered the said instrument as <u>the <i>1st</i></u> free and voluntary act, for the uses and purposes herein set forth.</p> <p>Given under my hand and official seal this <u>1st</u> day of <u>October</u>, 19<u>80</u>.</p> <p>Notary Public KATHLEEN R TAYLOR</p> <p><i>Kathleen Taylor</i></p> <p>My commission expires: <u>02/20/94</u></p> <p>When recorded return to: <b>MIDAMERICA FEDERAL SAVINGS BANK</b>  <b>40 W 47TH ST</b>  <b>WESTERN SPRING IL 60558</b></p> <p style="text-align: right;"><i>Box 333</i></p>	
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CLERK'S OFFICE  
STATE OF ILLINOIS )  
SS )  
COUNTY OF COOK )  
S BARTOLOME, HUSBAND AND WIFE  
I, the undersigned, a Notary Public in and to said County and State do hereby certify that JUANITO S BARTOLOME and EVANS

EVANS S BARTOLOMEE  
EVANS S BARTOLOME

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

22. **Writter of Homesteading**, Borrower hereby waives all right of homestead exemption in the property.

21. Releasor, Upon payment of all sums secured by this mortgagee on the express condition that Note, or upon the written request of Borrower, Borrower shall pay all costs of recordation, if any.

abandonment of the Property, have the right to collect and retain such rents as they become due and payable.  
Upon acceleration under Paragraph 18 hereof or abandonment of the Property prior to the expiration of any  
period of redemption following judicial sale, Lender, in person, by agent or by duly 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 collected  
by Lender or the receiver or any other person holding possession of the Property, until the receiver has been  
appointed or the property has been sold at public auction, and to collect all rents thereafter, and to receive  
all rents collected by the receiver or any other person holding possession of the Property, and to receive  
all rents collected by the receiver or any other person holding possession of the Property, and to receive  
those rents actually received.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds at Lender's option, either to restoration or repair of the 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 or postpone the due date of the periodic payments referred to in Paragraph 1 hereof or change the amount of such payments.

**9. Borrower Not Released.** Extension of the time for payment or modification of payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify payment of sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

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

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

**12. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall insure to, the respective successors 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. The captions and headings of Paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**13. 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 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, return receipt requested, 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 this manner designated.

**14. Uniform Mortgage; Governing Laws; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. 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 the Mortgage and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**16. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise or 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 Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and Borrower or such other person pays all expenses incurred by Lender to assume that the lien of this Mortgage and Lender's interest in the Property shall continue unimpaired. If Lender has waived the option to accelerate provided in this Paragraph 16, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 13 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 18 hereof.

**17. Obligatory Advances.** This Mortgage secures the repayment of certain sums advanced to the Borrower under the Equity Agreement and Promissory Note. Provided Borrower is not in default with respect to any covenant or agreement under the terms of this Mortgage, and the Equity Agreement and Promissory Note, including the covenants to pay when due any sums secured by this Mortgage, Lender is obligated from time to time and upon demand of Borrower to advance such additional sums requested by Borrower up to the total face amount of this Mortgage.

**18. 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 mail notice to Borrower as provided in Paragraph 13 hereof specifying (1) the Breach; (2) the action required to cure such breach; (3) a date, not less than 30 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 sum 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 non-existence 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.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, 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, 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 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action and pays all expenses 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.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, if any, paid to Dower, in the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, with the excess, shall be applied to the sums secured by his Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums received by him 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 Dower.

8. Condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, with any 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, shall be paid to Lender.

Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the property.

Borrowers shall faithfully and fully comply with and abide by every term, covenant and condition of any superior mortgage or mortgages presented by consumer finance companies under this Mortgagage. A default or delinquency under any superior mortgage or mortgages shall automatically constitute a default or delinquency under this Mortgagage. Lender is expressly authorized in its discretion to demand payment of sums necessary to keep any superior mortgage or mortgages in good standing, and all sums so advanced, together with interest shall be subservient to the provisions of this Paragraph 6 of this Mortgagage. Borrower agrees not to make any agreement with the holder of any superior mortgage than in any way shall modify, change, alter or exceed any of the terms or conditions of that superior mortgage nor shall Lender accept any future advances under that superior mortgage without written consent of Lender.

6. Protection of Lender's Security. If Borrower fails to perform the covenants set forth in the Mortgages, or if any action is commenced which interferes with Lender's interest in the property, Lender may make such proceedings as he deems necessary to protect his interest, and Lender's costs and expenses in so doing shall be paid by Borrower.

the previous sections of my lease it is this motto that I shall keep in good memory of Reportry; Leakehoids; Plained Unit Developments; and omiums. The property in good memory of Reportry; Leakehoids; Plained Unit Developments; and omiums. The property in good memory of Reportry; Leakehoids; Plained Unit Developments; and omiums. The property in good memory of Reportry; Leakehoids; Plained Unit Developments; and omiums.

Unless Lender and Borrower and insurance proceeds shall be applied to repair or restoration of the property damaged, provided such repair is reasonably necessary or if the security of this Mortgage is not thereby impaired, or such repair is economically feasible or if the security of this Mortgage is not thereby impaired, or if Borrower's carter offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds to repair or restoration of the property damaged, or if Borrower fails to respond to a notice within 30 days from the date of mailing by Lender to Borrower, then Lender may collect and apply the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. By Borrower, or if Borrower fails to respond to a notice within 30 days from the date of mailing by Lender to Borrower, then Lender may collect and apply the insurance proceeds shall be applied to the sums secured by this Mortgage, if this Mortgage would be impaired, unless Lender's option either to restore or repair or to the sums secured by this Mortgage.

All instruments of power shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals shall be in accordance with Lender's requirements.

The Insurantee Lender may require that the amount of such coverage and the premium thereon shall be paid by Borrower upon approval of the insurance company.

3. Creditors: Liens, Borrower shall retain a priority over this Mortgagor, and Lender shall pay all taxes, assessments and other charges, fines and impositions arising out of the property which may attach to the property over this Mortgagor, and Lender shall pay all amounts of ground rents if any, by Borrower making payments, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this pyramid, when due, direct to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this pyramid, when due, direct to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this pyramid, when due, direct to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this pyramid, when due, direct to the payee thereof.

Note to paragraph 1 hereof shall be applied by Lender first to interest payable on amounts disbursed by Lender under Paragraph 6, then to principal of the amounts disbursed by Lender under Paragraph 6, then to interest payable on amounts disbursed by Lender under Paragraph 6, and then to the Note.

1. Payment of Principal and Interest: Borrower shall promptly pay when due the interest on the indebtedness evidenced by the Note, and late and other applicable charges as provided in the Note.