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90396596

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1990 AUG 15 PM 12:16

90396596

72-68-245H  
266458

WHEN RECORDED

MAIL TO:

FIRST STATE BANK OF CALUMET CITY  
925 BURNHAM AVENUE  
P.O. BOX 1187  
CALUMET CITY, ILLINOIS 60409-0587  
ATTENTION: REAL ESTATE DEPARTMENT

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

\$17.00

FIRST STATE BANK OF CALUMET CITY  
925 BURNHAM AVENUE  
P.O. BOX 1187  
CALUMET CITY, ILLINOIS 60409-0587

M O R T G A G E

NOTICE TO BORROWER: THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

THIS MORTGAGE made this 9TH day of AUGUST, 1990, between BARBARA A. CALLAHAN (hereinafter referred to as "Mortgagor") and the FIRST STATE BANK OF CALUMET CITY (hereinafter referred to as "Mortgagee").

\*\*DIVORCED AND NOT SINCE REMARRIED

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of TWENTY SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS, (\$26,400.00), which indebtedness is evidenced by Mortgagor's Note dated AUGUST 9, 1990 (hereinafter referred to as the "Note"); and

WHEREAS, the Note provides for interest to be charged on the balance of principal remaining from time to time outstanding at a rate which shall be adjusted at intervals of twelve months. The initial interest rate charged under the Note for the first twelve months shall be EIGHT AND NINETY ONE HUNDREDTHS percent (8.90%). During the remaining term of the Note, interest shall be charged on the balance of principal remaining from time to time outstanding at a rate equal to THREE percent (3.00%) above the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year; and

WHEREAS, the Note provides for initial monthly installments of TWO HUNDRED AND EIGHT AND 97/100 Dollars (\$208.97) on the FIRST of each month commencing with SEPTEMBER 1, 1990 with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 1, 2000.

90396596

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BOX 333-60

00333333

COOK COUNTY ILLINOIS  
REC'D 1990 AUG 18 12:15 PM

80333333

WHEN RECORDED

MAIL TO:

FIRST STATE BANK OF CALUMET CITY  
925 BURNHAM AVENUE  
P.O. BOX 1187  
CALUMET CITY, ILLINOIS 60009-0287  
ATTENTION: REAL ESTATE DEPARTMENT

RECORDING FEE  
\$17.00

FIRST STATE BANK OF CALUMET CITY  
925 BURNHAM AVENUE  
P.O. BOX 1187  
CALUMET CITY, ILLINOIS 60009-0287

NOTICE

NOTICE TO BORROWER: THE NOTE PROVIDED BY THIS MORTGAGE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS, DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

THIS MORTGAGE made this 5th day of AUGUST, 1990, between BARBARA A. CALUMET (hereinafter referred to as "Mortgagee") and the FIRST STATE BANK OF CALUMET CITY (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagee has advanced to Mortgagee in the principal sum of TWENTY SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$26,400.00) which amount is evidenced by Mortgagee's Note dated AUGUST 9, 1990 (hereinafter referred to as the "Note"); and

WHEREAS, the Note provides for interest to be charged on the principal amount remaining from time to time outstanding at a rate which shall be the rate in effect at intervals of twelve months. The interest rate at the end of each twelve month period for the first twelve months shall be EIGHT AND SEVENTH ONE HUNDRED PERCENT (8.20%). During the remaining term of the Note, interest shall be charged on the balance of principal remaining from time to time outstanding at a rate equal to THREE PERCENT (3.00%) above the weekly mortgage rate of the United States Treasury Securities adjusted to a constant maturity of one year; and

WHEREAS, the Note provides for initial monthly installments of TWO HUNDRED AND EIGHT AND 27/100 DOLLARS (\$208.97) on the first of each month commencing with SEPTEMBER 1, 1990 with the balance of the indebtedness to be paid, due and payable on AUGUST 1, 2003.

NOW, THEREFORE, Mortgagor to secure the payment of 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 Mortgagor herein contained. Mortgagor does hereby mortgage, grant and convey the Mortgagee the following described real estate located in the County of COOK, State of ILLINOIS:

LOT 9 (EXCEPT THE EAST 10 FEET THEREOF) IN BLOCK 2 IN HAMMOND COUNTRY CLUB ADDITION, A SUBDIVISION OF PART OF THE EAST HALF OF FRACTIONAL SECTION 17, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED FEBRUARY 28, 1925, AS DOCUMENT 87 93 245 IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 30-17-214-055-0000

which has the address of 111 WEBB STREET, CALUMET CITY, ILLINOIS 60409 (herein "Property Address").

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents royalties, mineral, oil and gas rights and profits, water, water rights, 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 the mortgage is on a leasehold) are herein referred to as the "Premises."

Mortgagor covenants the Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and Mortgagor will warrant and defend generally the title to the Premises 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 Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

2. In addition, Mortgagor shall:

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.

(b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish Mortgagee, upon request, with the original or duplicate receipts thereof, and all such items extended against said property shall be conclusively deemed valid for purpose of this requirement.

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NOW, THEREFORE, Mortgages to secure the payment of the Note with interest thereon, the payment of all other sums with interest thereon and the performance hereof to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgage herein contained, the Mortgagor has duly made and conveyed the Mortgage in the following manner:

LOT 9 EXCEPT THE EAST 10 FEET THEREOF IN BLOCK 7 IN SECTION 30 TOWNSHIP 36 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ADJOINING TO PLAT THEREON RECORDED FEBRUARY 20, 1927 AS DOCUMENT 24 93 242 IN BOOK

Permanent Tax Number: 30-17-214-022-0000

which has the address at 111 WEBB STREET, CALUMET CITY, ILLINOIS 60009 (Property Address).

TOGETHER with all the improvements now or hereafter to be made on the property, and all easements, rights, appurtenances, claims, demands, and liabilities, oil and gas rights and profits, water, sewer, drainage, and other rights, now or hereafter attached to the property, all of which shall be deemed to be included in and additional thereto, shall be deemed to be included in the mortgage covered by this Mortgage and all of the foregoing together with the interest (or the interest) thereon if the mortgage is a loan, shall be deemed to be included in the mortgage.

Mortgagor covenants the Mortgagor to lawfully defend and maintain the title conveyed and has the right to mortgage, grant and convey the property, and the premises is unincumbered and Mortgagor will warrant and defend the title to the premises against all claims and demands, whether or not declaratory, equitable or at law, and in a separate or collateral proceeding to coverage in any title insurance policy insuring Mortgagor's interest in the premises.

### ARTICLE II - FURTHER PROVISIONS

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances made by this Mortgage.
2. In addition, Mortgagor shall:
  - (a) Promptly repair, restore or rebuild any improvement on or attached to the property which may become damaged or destroyed.
  - (b) Pay immediately when due and pay all taxes, assessments, rates, taxes, special assessments, water charges, sewer charges, drainage charges and charges against the property, including those hereinafter mentioned, and to be applied thereto provided said taxes, rates and charges are levied or assessed in accordance with the terms of said Note, and to furnish Mortgagor, upon request, with the original or duplicate receipts therefor, and all such taxes, assessments, rates, taxes and charges shall be conclusively deemed valid for purposes of this mortgage.

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(c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by Mortgagee and shall contain a clause satisfactory to Mortgagee making them payable to Mortgagee, as its interest may appear, and in case of loss under such policies, Mortgagee is authorized to adjust, collect and compromise, in its discretion, sign, upon demand, all receipts, vouchers and releases required of it by the insurance companies; application by Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least 10 days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive 10 days notice prior to cancellation.

(d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

(e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim not expressly subordinated to the lien hereof.

(f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.

(g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

(h) Comply with the provisions of any lease if this Mortgage is on a leasehold.

(i) Pay the premiums for any life, disability or other insurance if Mortgagor shall procure contracts of insurance upon his life and disability insurance making Mortgagee assignee thereunder. In such event and upon failure of Mortgagor to pay the aforesaid premiums, Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

(j) In the event this Mortgage is on a unit in a condominium, perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium, the by-laws and regulations of the condominium and the constituent documents.

3. Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of Mortgagee shall, at the option of Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Mortgagee may do on Mortgagor's behalf everything so covenanted; Mortgagee may also do any act it may deem necessary to protect the lien hereof; and Mortgagor will repay upon demand any monies paid or disbursed, including

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- (c) Keep the improvement not existing at the time of the... property insured against loss or damage by fire... such other hazards, as Mortgagee may reasonably require... under policies providing for payment by the insurance... satisfied either to pay the cost of repairing or replacing... pay in full the indebtedness secured hereby, in such... agents or brokers and in such form as shall be satisfactory... will said indebtedness as fully paid, or in the case of... additional and renewal policies shall be delivered to and... and shall contain a clause authorizing Mortgagee to... to Mortgagee, as its interest may appear, and in case it... policies, Mortgagee is authorized to adjust, defend and... direction, sign, upon demand, all receipts, demands and... it by the insurance company; application by Mortgagee of... proceeds of such insurance to the indebtedness hereby secured... Mortgagee from making all monthly payments until the... in full, in the event of a loss, Mortgagee shall give... insurance carrier and Mortgagee. Mortgagee may make... made promptly by Mortgagee. All renewal policies shall... to have before such insurance shall expire. All policies... that Mortgagee shall receive 10 days notice prior to... (d) Complete within a reasonable time any... now or at any time in process of execution upon... (e) Keep said premises in good condition and... and free from any mechanics or other lien or... to the lien hereof. (f) Not earlier or permit any... on said premises nor to discontinue... to act. (g) Comply with all requirements of law or... respect to the premises and the... (h) Comply with the provisions of any... a reasonable. (i) Pay the premium for any fire, disability or other... Mortgagee shall procure contracts of insurance... finance making Mortgagee assignee... of Mortgagee to pay the aforesaid premium, Mortgagee... for such insurance and add said payments to the principal... by this mortgage to be repaid in the case amount and without... amount of the monthly payments, unless such change... (j) In the event this mortgage is on a unit in a... all of Mortgagee's obligations under the declaration of... of governing the condominium, the by-laws and... and the constituent documents. 3. Any sale, conveyance or transfer of any right, title or interest in the premises or any portion thereof or any sale, lease or... all or any part of the benefited interest in any unit holding... the premises without the prior written approval of Mortgagee... of Mortgagee, consented a default hereunder or... holder of the note secured hereby may declare the... by said note to be immediately due and payable and... immediately or at any time such default occurs. 4. In the case of a failure to perform any of the... if any action or proceeding is commenced which... interest in the property, including, but not limited to... code enforcement, or arrangements or proceedings involving a... default, Mortgagee may do as Mortgagee's best interests... Mortgagee may also do any act it may deem necessary to protect... and Mortgagee will repay upon demand any... and Mortgagee will repay upon demand any...

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reasonable attorneys' fees and expenses, by Mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring Mortgagee to advance any monies for any purpose nor to do any act hereunder; and Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.

5. Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against Mortgagor, or Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if Mortgagor abandons the Premises, or fails to pay when due any charge of assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owners' group, then and in any of said events, Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness and monies of Mortgagor held by Mortgagee, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises en masse without the offering of the several parts separately.

6. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to Mortgagor, or any party claiming under him, and without regard to the solvency of Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver, with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or in any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of twenty percent (20%) per annum, or if said rate of interest is higher than permitted by state law, which may be paid or incurred by or in behalf of Mortgagee for attorneys' fees, appraiser's fees, court costs and costs (which may be estimated as to include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts together with interest





as herein provided shall be immediately due and payable by Mortgagor in connection with (a) any proceeding, including a probate or bankruptcy proceeding to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

7. Extension of the time for payment or modification or amortization of the sum secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.

8. Any forbearance by Mortgagee 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 Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

9. 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.

10. The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.

11. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

12. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs or recordations of any documentation necessary to release this Mortgage.

13. Mortgagor hereby waives all right of homestead exemption in the Premises and grants to Mortgagee the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

14. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.

15. If Mortgagor is a corporation Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgement creditors of Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

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as herein provided shall be immediately due and payable by the mortgagor... with (a) any proceeding, including a proceeding to foreclose... which either party hereto shall be a party by reason of this mortgage... the Mortgagee secured; or (b) proceedings for the enforcement of the... suit for the foreclosure hereof either the amount of the debt or... whether or not actually commenced; or (c) proceedings for the... or intervention in any suit or proceeding on any condition or... suit or proceeding, which might affect the Mortgagee or the... in the event of a foreclosure sale of said premises, there shall be... paid out of the proceeds thereof all of the charges, taxes, fees, costs and... liabilities whether and payable by the terms hereof or not and the... due thereon up to the time of such sale, and the amount, if any, shall... be paid to Mortgagee, and the purchase shall not be subject to any... application of the purchase money.

4. Extension of the time for payment or satisfaction of any... of the sums secured by this mortgage... in interest of Mortgagee shall not operate as a release of any... of the original Mortgagee and Mortgagee's successors in interest... shall not be required to commence proceedings against such... to extend time for payment or otherwise modify any condition... by this mortgage by reason of any demand made by the original... Mortgagee's successor in interest.

5. Any foreclosure by Mortgagee in execution of this mortgage... hereunder or otherwise effected by application law shall not be a... or preclude the exercise of any such right or remedy. The amount... of insurance or the payment of taxes or other fees or charges... shall not be a waiver of Mortgagee's right to foreclose this mortgage... secured by this mortgage.

6. All remedies provided in this mortgage shall be deemed to be... to any other right or remedy under this mortgage or afforded by law or equity... and may be exercised concurrently, cumulatively or successively.

7. The covenants contained herein shall bind and the rights hereunder... shall inure to, the respective successors and assigns of Mortgagee and Mortgagee... subject to the provisions of paragraph 8 hereof. All covenants and... of Mortgagee shall be joint and several.

8. Except to the extent any notice shall be required under any... law to be given in another manner, any notice to be given under this... by mailing such notice by certified mail addressed to the... Address or at such other address as Mortgagee may be advised in writing... Mortgagee as provided herein and any notice to Mortgagee shall be deemed... certified mail, return receipt requested as Mortgagee shall advise... or to such other address as Mortgagee may be advised in writing... as provided herein. Any notice provided for in this mortgage shall be deemed... to have been given to Mortgagee or Mortgagee when it is mailed... hereunder.

9. Upon payment of all sums secured by this mortgage, Mortgagee shall... release this mortgage without charge to Mortgagee. Mortgagee shall... costs or recitations of any documentation necessary to release this mortgage.

10. Mortgagee hereby waives all right of foreclosure exercised by the... premises and grants to Mortgagee the right to inspect the premises at all... reasonable times and access thereto shall be furnished for this purpose.

11. Mortgagee assigns to Mortgagee and authorizes the Mortgagee to... negotiate for and collect any award or compensation of all or any part of... the premises. Mortgagee may, in its discretion, apply any such award or... amounts due hereunder, or for restoration of the premises.

12. If Mortgagee is a corporation, Mortgagee hereby waives and grants all... rights of redemption from any order or decree or judgment of foreclosure of... this mortgage, on its own behalf and on behalf of each and every person... except decree or judgment of Mortgagee, including any person... in or title to the premises subject to the mortgage.

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16. This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

17. It is the intent hereof to secure payment of the Note.

IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at Calumet City, Illinois.

*Barbara A. Callahan*  
\_\_\_\_\_  
BARBARA A. CALLAHAN

STATE OF ILLINOIS )  
                          ) ss.  
COUNTY OF COOK   )

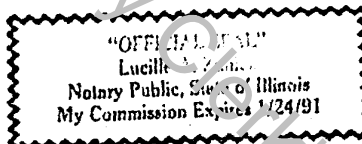
I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT BARBARA A. CALLAHAN, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instruments as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

\*\*\*DIVORCED AND NOT SINCE REMARRIED

GIVEN under my hand and notarial seal this 9TH day of AUGUST, 1990.

*Lucille A. Zanca*  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:



THIS INSTRUMENT WAS PREPARED BY:  
JILL A. FREDIANELLI  
925 BURNHAM AVENUE  
CALUMET CITY, ILLINOIS 60409

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16. This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event any law, ordinance or regulation contained in this Mortgage shall be prohibited or found to be in violation of any law, ordinance or regulation, the remainder of each provision of this Mortgage shall remain in full force and effect.

17. It is the intent hereof to secure payment of the debt.

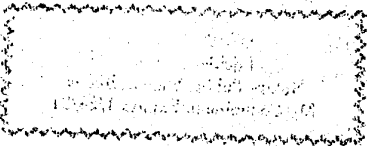
IN WITNESS WHEREOF, the undersigned have signed this Mortgage on this \_\_\_\_\_ day and year first above written at Chicago, Illinois.

*[Signature]*  
BARBARA A. CALLAHAN

STATE OF ILLINOIS )  
                          ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the State of Illinois, do hereby certify that BARBARA A. CALLAHAN, whose name(s) and address are stated in the foregoing instrument, appeared before me in person and acknowledged to me that she executed the said instrument as her free and voluntary act, for the use and purpose therein set forth, including the release and waiver of the right of her husband, including the right of her husband, to be divorced and NOT SINCE REMARRIED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THE 01th DAY OF AUGUST, 1999.



THIS INSTRUMENT WAS RECORDED BY:  
LILLIAN A. FREDERICK  
925 BURNHAM AVENUE  
CHICAGO, ILLINOIS 60609

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