

UNOFFICIAL COPY

This instrument was prepared by
Neema Jean Perez / Talman Home Federal S & L
4901 W. Irving Park Road Chicago, IL 60641
(Address)

05-1061294-3

MORTGAGE

91596068

THIS MORTGAGE is made this 01st day of November 1991 between the Mortgagor **Heritage Standard Bank & Trust Company N.K.A.** corporation duly organized and existing under and by virtue of the laws of the **United States of America** not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said corporation in pursuance of a Trust Agreement dated **10-19-84** and known as Trust Number **9282** (herein "Borrower") **Talman Home Federal S & L** (herein "Lender")

Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ **40,000.00** which indebtedness is evidenced by Borrower's note dated **11-01-91** and extensions and renewals thereof (herein "Note") providing for monthly installments of principal and interest, with the balance of indebtedness *if not sooner paid (due) and payable on* **11-16-2001**

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 69 AND 70 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 AND 2 IN JOHN F. EBERHART'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 19-23-207-002

91596068

DEPT-01 RECORDING \$15.50
#3235 TRAN 3011 11/13/91 12:27:00
#16230 *91-596068
COOK COUNTY RECORDER

91596068

which has the address of **3253 W. 63rd Place** **Chicago,**
[Street] [City]
Illinois **60629** (herein "Property Address");
[Zip Code]

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 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 warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

1550
B

Space Below This Line Reserved for Lender and Recorder

Notary Public for the State of Illinois
KATHY HAWES
OFFICIAL SEAL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/04/04

5th day of November 1991

The undersigned Notary Public in and for said County in the State aforesaid, DO THIRBY CHERIE, that the government of First Federal and First Office... and delivered to the notary instrument... and as the

STATE OF ILLINOIS
JAMES V. MAHLEN, JR., TRUST OFFICER
LINDA M. KRATZWSKI-ASST., TRUST OFFICER
FIRST OFFICER
Mortgage as aforesaid and not personally has caused this... and its corporate seal to be hereunto affixed and attested by its

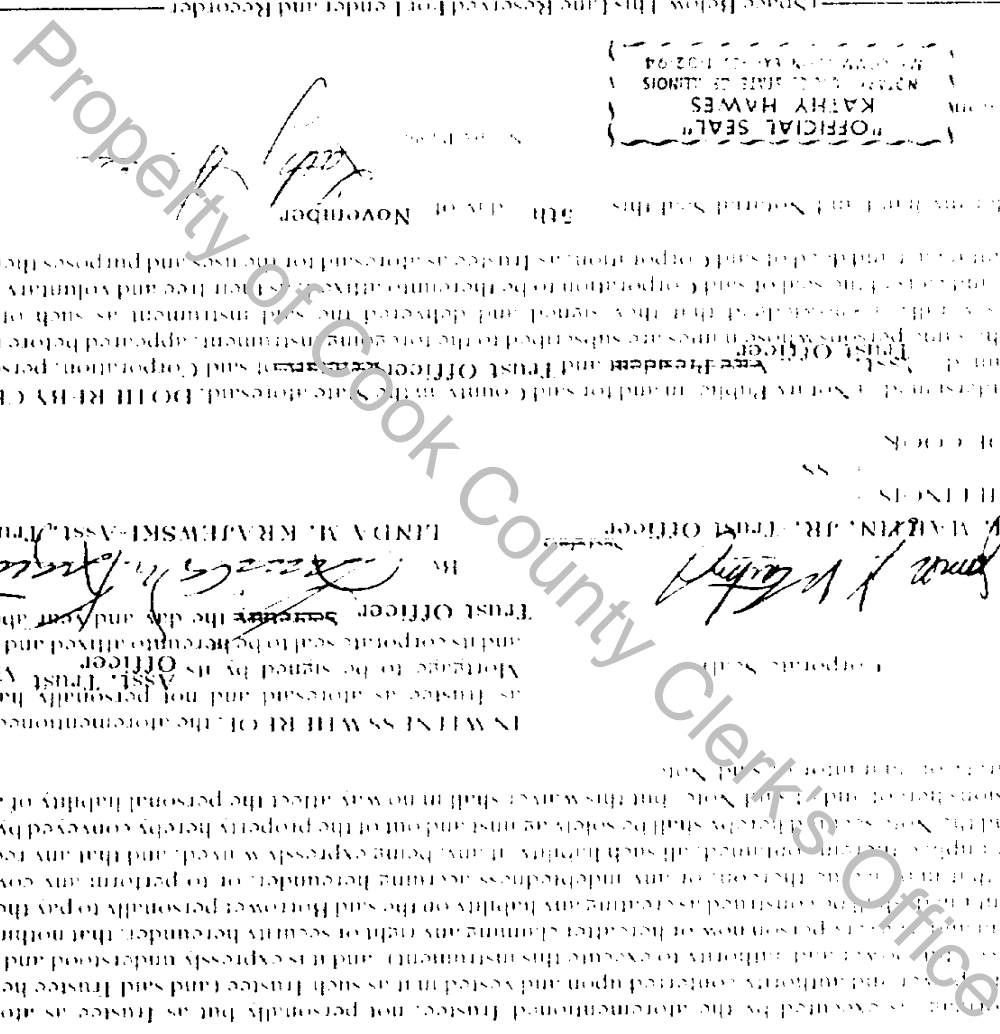
This Mortgage is executed by the aforementioned Trustee, not personally but as Trustee as aforesaid, in the... and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants... and it is expressly understood and agreed by the

Borrower shall defend, pay the holder of any mortgage, deed of trust or other encumbrance with a lien which... and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEATH AND FORECLOSURE READER STATE MORTGAGES OR DEEDS OF TRUST

- 21. Waiver of Homestead: Borrower hereby waives all right of homestead exemption in the Property... to Borrower. Borrower shall pay all costs of recording, if any.
- 20. Release: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without... the receiver shall be

89096516



10. **Borrower Not Released, Forbearance by Lender.** Notwithstanding, extension of the time for payment or modification or amortization 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 amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. 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.

11. **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, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations 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.

12. **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 delivering it or 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 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 the manner designated herein.

13. **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 other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

16. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered 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 in demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NOS USUFRUCT COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **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 give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such 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 further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence 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 attorneys' fees and costs of documentary evidence, abstracts and title reports.

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

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

any and all other items of the Property or part thereof, or for conveyance in lieu of condemnation, and by assignment with them which the Lender may have.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of the Property or part thereof, or for conveyance in lieu of condemnation, are to be paid to Lender's interest in the Property.

8. Inspection. Lender may make of cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor.

Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Lender and Borrower agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof.

Any amounts due to Lender shall be paid to the order of the Lender, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Lender and Borrower agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if an action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, in its discretion, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

in a condominium or 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 consistent documents.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments; Borrower's Obligations. Borrower shall keep 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 leasehold, Borrower shall perform all of Borrower's obligations under the lease, including the by-laws and regulations of the leasehold.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notices mailed by Lender to Borrower that the insurance coverage offers to settle a claim, if insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

The insurance covering the insured shall be the most favorable to Borrower, subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause, in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed or trust or other security agreement with a lien which has priority over this Mortgage.

4. Prior Mortgages and Deeds of Trust; Liens; Borrower's Obligations. 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 covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions, including to the Property which may attain a priority over this Mortgage, and recorded payments or ground rents, if any.

3. Application of Payments. The stipulations hereof shall apply to all payments received by Lender under this Mortgage, and payments made by Lender in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

Lender shall promptly refund to Borrower any funds held by Lender under paragraph 2 hereof if the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply no more than its pro rata share of the Property or its acquisition by Lender, any funds held by Lender under paragraph 2 hereof to the acquisition by Lender, any funds held by Lender under paragraph 2 hereof.

Lender may require that the amount of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender under paragraph 2 hereof if the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply no more than its pro rata share of the Property or its acquisition by Lender, any funds held by Lender under paragraph 2 hereof to the acquisition by Lender, any funds held by Lender under paragraph 2 hereof.

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