

# UNOFFICIAL COPY

HOME SECURED LOAN SUBORDINATE MORTGAGE 7

91274467

Section: 2      Block:      Lot:

Prepared By:  
Katz, Wolff & Carracio  
16 School Street  
Rye, NY 10580

JUN - 7 1991  
James B. Farrelly  
Patricia J. Farrelly his wife  
14204 Brighton Court  
Orland Park, IL 60462

Record & Return by Mail To:

To:

General Foods  
Federal Credit Union  
250 North Street  
White Plains, NY 10625

General Foods  
Federal Credit Union  
250 North Street  
White Plains, NY 10625

## SUBORDINATE MORTGAGE

This mortgage is made on 05-29-91, between the Borrower and Credit Union.

### DEFINITIONS

Agreement- means the Home Secured Loan Agreement (Note) signed by the Borrower in connection with this Mortgage.

Borrower or You- means each person who signs the Mortgage.

Credit Union- means General Foods Federal Credit Union having a place of business at 250 North Street, White Plains, New York 10625

Mortgage- this document will be called the Mortgage

Property- means the real property described in this Mortgage

The Borrower is: James B. Farrelly  
Patricia J. Farrelly his wife

### TRANSFER OF RIGHTS IN THE PROPERTY

The Borrower gives the Credit Union the rights described in this Mortgage and any other rights that the law gives to lenders who hold mortgages on real property. Borrower may lose this Property if he fails to keep the promises in this mortgage.

This Mortgage is given as security to repay amounts advanced by the Credit Union in connection with this agreement and to repay any other amounts that may become due in connection with the Agreement and this Mortgage, not to exceed:

Twenty Four Thousand Dollars and no cents (\$24,000.00)

The premises are or will be improved by a one or two family dwelling only.

32079414  
TRW REAL ESTATE  
LOAN SERVICES  
SUITE #1015  
100 N. LaSALLE  
CHICAGO, IL 60602

1729

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HOME SECURED LOAN SUBORDINATE MORTGAGE

## PROPERTY BEING MORTGAGED

See Schedule "A" Attached

## RIGHTS OF PRIOR MORTGAGES

The Credit Union's rights under this Mortgage are subject and subordinate to a first mortgage originally or currently held by:

Marguette Bank

## PAYMENTS

Any Borrower signing the Agreement will pay the Credit Union according to its terms.

## FIRE AND OTHER INSURANCE

Until the Agreement is paid in full, the Borrower will keep all the buildings on the Property insured from fire and any other hazards normally covered by an insurance policy. This type of policy is usually called "Extended Coverage". The Borrower may choose the insurance company but the Credit Union must approve the policy and the amount of the insurance. The insurance policies must contain the usual mortgagee clause protecting the interest of the Credit Union. The Credit Union may request proof of the coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (10) business days of the date it is requested.

## FLOOD INSURANCE

The Credit Union will advise the Borrower if flood insurance is required. If it is required, the Borrower will pay for and obtain the flood insurance. The policy must name the Credit Union as a Mortgagee. The amount of coverage required is either the maximum flood insurance coverage available or coverage in the amount of the unpaid balance due, whichever amount is lower. The Credit Union may request proof of the coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (10) business days of the date it is requested.

## TAXES

The Borrower will pay all taxes, assessments, water and sewer charges on the Property. If the Credit Union requests receipts for these payments, the Borrower will provide them to the Credit Union within ten (10) business days of the date they are requested.

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ADVANCES TO PAY INSURANCE, TAXES, OR THE FIRST MORTGAGE, 6 7

If the Borrower does not keep the buildings on the Property insured, the Credit Union may, but is not required to, obtain insurance. If the Borrower fails to pay taxes when due, the Credit Union may, but is not required to, pay such taxes. If the Borrower fails to make any payments on any prior mortgage when they are due, the Credit Union may but shall not be required to, make the payments. The amount of these payments, if any, shall be treated as an advance under the Agreement and added to the amount due under the Agreement. The Borrower must repay these amounts within ten (10) business days of the date the Credit Union requires payment. Failure to maintain insurance, to pay taxes as due, to make payments as due on a prior mortgage, or to repay such an advance shall constitute default on this Mortgage.

## CARE OF THE PROPERTY

The Borrower will keep the Property in reasonably good condition. The Borrower will not substantially change or damage the Property without the written permission of the Credit Union.

## SALE OR TRANSFER PROPERTY

Any balance outstanding under the Agreement must be paid in full when the Property is sold or transferred.

## DEFAULT

The Credit Union may declare that all amounts are due and payable immediately if:

- a) The Borrower fails to keep any promise made either in the Agreement or the Mortgage.
- b) Any other Mortgagee of the Property states that their accounts are in default or starts foreclosure proceedings against the Property.
- c) If a tax lien, mechanic's lien, judgment lien, or a lis pendens is filed against the Property.
- d) If a partition or condemnation action is begun against the Property.

## APPOINTMENT OF RECEIVER

If the Credit Union sues to foreclose this mortgage, the Credit Union will have the right to have a receiver appointed to take control of the property. If the Borrower defaults in any payment and the Credit Union commences foreclosure or other litigation, then the Borrower will pay all attorneys' fees, Court costs and disbursements incurred by the Credit Union.

## RENTAL PAYMENTS

Upon default, the Credit Union has the right to collect rental payments from the Property. The Borrower may collect and keep the rental payments, unless the Credit Union requires immediate payment of all amounts due. If the Credit Union does require that, the Borrower will pay the Credit Union in advance the fair rental value for the use and occupancy of the part of the Property that is in the Borrower's possession. Also, the Credit Union may then collect rent from all other tenants of the Property.

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## NOTICES

All notices to the Borrower will be sent to the last known address of the Borrower of record with the Credit Union. All notices to the Credit Union should be sent to General Foods Federal Credit Union, 250 North Street, White Plains, New York 10625 or any other address the Borrower is notified of by the Credit Union.

## CHANGES TO THE MORTGAGE

This Mortgage may only be changed in writing and all changes must be signed by the Credit Union.

## NON-ASSUMPTION OF THE MORTGAGE

This Mortgage is not assumable.

## WHO IS BOUND

The terms and conditions of this Mortgage apply to the Borrower and anyone else who may obtain title to the Property through the operation of law. Operation of law means such items as death or bankruptcy.

## RECEIPT

The Borrower has received a completed copy of this Mortgage.

## RELEASE

Upon payment of all sums secured by this Mortgage and upon request of the Borrower, the Mortgage shall become null and void and the Credit Union shall release this Mortgage without charge, other than the costs of preparation and recordation.

Property of Cook County Clerk's Office

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- USE BLACK INK ONLY -

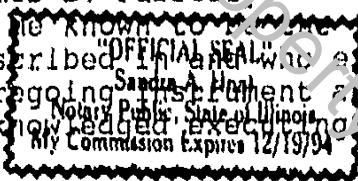
IN WITNESS WHEREOF, Borrower has executed this mortgage

State of Illinois

County of Cook

On the 4 day of June, 1991, before me personally came James B. Farrelly

to me known to be the individual described in and who executed the foregoing instrument and who has acknowledged executing this instrument.



Sandra A. Hnat  
Notary Public

James B. Farrelly  
James B. Farrelly

2 WITNESSES REQUIRED  
By: Sandra A. Hnat

(Print Name) Sandra A. Hnat

By: Baron J. Caplan

(Print Name) Baron J. Caplan

IN WITNESS WHEREOF, borrower has executed this mortgage

State of Illinois

County of Cook

On the 4 day of June, 1991, before me personally came Patricia J. Farrelly

to me known to be the individual described in and who executed the foregoing instrument and who has acknowledged executing this instrument.

Patricia J. Farrelly  
Patricia J. Farrelly

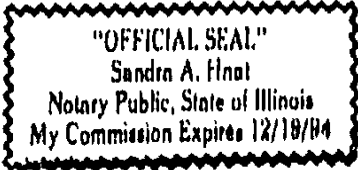
2 WITNESSES REQUIRED  
By: Sandra A. Hnat

(Print Name) Sandra A. Hnat

By: Baron J. Caplan

(Print Name) Baron J. Caplan

Sandra A. Hnat  
Notary Public



- FOR RECORDING PURPOSES -

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Property of Cook County Clerk's Office

Schedule "A"

LEGAL DESCRIPTION:

UNIT NUMBER 14204 IN BRIGHTON COURT CONDOMINIUM, AS  
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL  
OF REAL ESTATE: CERTAIN LOTS IN BRIGHTON COURT  
SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4  
OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS  
EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED  
JUNE 13, 1990, AS DOCUMENT NUMBER 90278556, AS AMENDED,  
TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE  
COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

27-02-400-004

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