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Form MP-8
Revised 12/90

ILLINOIS HOUSING DEVELOPMENT AUTHORITY SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II 1990 Series E and F MORTGAGE

MAIL TO

This instrument was prepared by:
SHEILA L. GORDON

500 SOUTH RACINE AVE CHICAGO, ILLINOIS, 60607
(Name)

(Address)

THIS MORTGAGE is made this 12th day of JUNE
between the Mortgagee, MARI L. MORIN-TAYLOR MARRIED TO ERNEST TAYLOR

1991
15.00

(herein "Borrower"), and the Mortgagor,

NATIONAL REPUBLIC BANK OF CHICAGO, an association organized and existing
under the laws of ILLINOIS, whose address is 500 SOUTH RACINE AVE
CHICAGO, ILLINOIS, 60607 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY FIVE THOUSAND SEVENTY FIVE &
00/100 (\$ 65,075.00) Dollars, which indebtedness is evidenced by Borrower's
note dated JUNE 12, 1991 (herein "Note"), providing for monthly installments of principal and
interest, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 1, 2021.

TO SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 22 IN BLOCK 6 IN JAMES H. BOWEN'S ADDITION TO SOUTH CHICAGO, BEING A
SUBDIVISION OF THE NORTH 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE
15, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN
COOK COUNTY, ILLINOIS.

Ernest *E.T.*

THIS DOCUMENT IS SIGNED BY ~~ERNEST~~ TAYLOR NOT AS A MORTGAGOR BUT SOLELY FOR THE PURPOSE
OF EXPRESSLY WAIVING HIS HOMESTEAD AND MARITAL RIGHTS AS WHEREIN PROVIDED.

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COPY MADE ON 7-2-91

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PERMANENT TAX NO: 26-07-141-023

which has the address of 9854 SOUTH EXCHANGE CHICAGO
(Street) (City)
ILLINOIS, 60617 (herein "Property Address").
(State and Zip Code)

TOGETHER with all the 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".

BOX 333-

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The recorded document should be delivered to National Mortgage Express,
National Republic Bank of Chicago, 500 S. Racine Ave., Suite 202, Chicago, IL 60607

THIS MORTGAGE UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS
SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN DON'T SIGN THEM
NOTICE TO BORROWER THE PROVISIONS OF THIS ADDENDUM

A rectangular seal with a double-line border. The top line contains the text "NOTARY PUBLIC STATE OF ILLINOIS". The bottom line contains the date "8/11/82". The center of the seal contains the text "OFFICIAL SEAL" above "SHARON M. RODL".

I, <u>Under signature</u>		<u>Mari L. Morris-Maylor and Ernest Tayloe her husband</u>	do hereby certify that
			a Notary Public in and for said County and State,
			personally known to me to be the same person(s) whose name(s) appear
			subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
			have _____ signed and delivered the said instrument as _____ their free and voluntary
			act, for the uses and purposes therein set forth.
			Given under my hand and official seal this 12th day of June 1991

STATE OF ILLINOIS, County of Cook
MARI L. MORIN-TAYLOR, Ernest L. Taylor
-Bottawer -Bottawer

IN WITNESS WHEREOF, Borrower has executed this Mortgage

THIS DOCUMENT IS SIGNED BY EAKEN TAYLOR NOT AS A MORTGAGOR BUT SOLELY FOR THE PURPOSE OF EXPRESSLY MAINTAIN HIS HONESTY AND MARITAL RIGHTS AS HEREIN PROVIDED.

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9. **Condemnation.** The 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, are hereby assigned and shall be paid to Lender.

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 Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree 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 the amount 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 Borrower.

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 monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of 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.

11. **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.

12. **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.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, and any entity designated by Lender, its successors or assigns, to service this Mortgage, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. 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 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 the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations 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.

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

17. **Transfer of the Property.** 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, or (c) a transfer by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all 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 14 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 thereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 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 14 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 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 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, the Note and notes securing Future Advances, if any, 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 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.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or 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, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, 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 Lender 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

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8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause for the inspection and shall not interfere with the business operations of Borrower.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment of amounts so disbursed plus interest thereon at the rate of interest charged by Lender under this Paragraph 2 hereof.

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6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of deteriorated property. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all obligations under the declaration of the condominium or a planned unit development, and consult unit documents all of which shall be incorporated into and shall amend and supplement the covenants and agreements of such condominium or planned unit development together with this Mortgage. The covenants and agreements of such condominium or planned unit development shall control over the provisions of this Mortgage as far as they conflict.

5 **Hazard Insurance** Borrower shall keep the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such coverage provides all perils not paid in such amounts as Lender may require. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower personally. All premiums withheld by Lender shall not be unreasonably withheld. All premiums paid in advance shall be reimbursed by Lender to the insurance company upon demand.

All insurance policies and renewals thereto 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 themselves, in the event of loss. Borrower shall promptly furnish to Lender all receipts of paid premiums, and Borrower shall give prompt notice to the insurance carrier and Lender of loss it has made. Lender may make proof of loss if not made by Borrower.

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payment of the obligation secured by such lien in good faith constitutes such lien by, or deland

hereof, then to interest payable on the principal of the Note, and then to taxes and principal to the payee.

3 Application of Pwme Tis. Unless otherwise provided in Pwme Tis., amounts payable under this Agreement shall be applied by Lender first to payment of amounts payable to Lender by Borrower under Paragraph 1 and 2 hereof.

against the sums secured by this Mortgage.

under Paragraph 16 of the Property is sold or the Property is otherwise acquired by Lender, Any Funds held by Lender at the time of application as a credit

Within 30 days after the date notice is mailed by Lender to Borrower requesting payment thereon, upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender if

Borrower on monthly installments of Funds if the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency.

permiums and insurance premiums and ground rents, shall exceed the amount required to pay taxes, assessments, interest on bonds, and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of sums secured by this Mortgage

interest or earnings on Funds. Lender shall give to Borrower, without charge, an annual account showing interest or earnings on the Funds and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the

ground rents. Lender may not charge for holding and applying the funds, attorney and accounting and disbursement expenses and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge.

The Funds shall be held in an institution the deposits of which are insured by the Federal Deposit Insurance Corporation and shall be used for the payment of debts and expenses of the Fund.

any, as reasonably estimated initially and from time to time by Lender on the basis of assessments and due and reasonable estimates

whether or not the yearly taxes and assessments which may arise from the hazard insurance plus one-twelfth of yearly premium installments for mortgage insurance over this period.

2. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by trustee, bondholders shall pay to trustee, on behalf of the Noteholders, all taxes and insurance premiums.

any Future Advances secured by this Mortgage.

1. **Payement of Principal and Interest.** Borrower shall promptly pay when due the principal of and the interest on the indebtedness evidenced by the Note, together with all late charges as provided in the Note, and the principal of and the interest on

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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