

# UNOFFICIAL COPY

91354473

This instrument was prepared by:  
MICHAEL T. KNOLL / 3  
300 EAST NORTHWEST HIGHWAY  
PALATINE, IL 60067  
Address:

## MORTGAGE

THIS MORTGAGE is made this . . . 15th . . . day of . . . JULY . . . 19 . . . 91 between the Mortgagor, . . . RICHARD E. STALICA AND MARY STALICA E/K/A MARY ROHR, HIS WIFE, AS . . . JOINT TENANTS . . . (herein "Borrower"), and the Mortgagee, . . . FIRST BANK & TRUST COMPANY OF ILLINOIS . . . , a corporation organized and existing under the laws of . . . THE STATE OF ILLINOIS . . . whose address is . . . 300 EAST NORTHWEST HIGHWAY . . . PALATINE, IL 60067 . . . (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ . . . 15,000.00 . . . which indebtedness is evidenced by Borrower's note dated . . . JULY, 15, 1991 . . . 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 . . . JULY, 18, 1995 . . .

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:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

P.T.N. 02-10-307-044

91354473

DEPT-01 RECORDING 116,29  
T44547 TRAC 7494 02/17/91 09:12:00  
4933 + D K-92-A-354473  
COOK COUNTY RECORDER

FIRST BANK & TRUST CO. OF ILLINOIS  
300 E. NORTHWEST HIGHWAY  
PALATINE, ILLINOIS 60067



91354473

which has the address of . . . 450 AUBURN WOODS COURT . . . PALATINE . . .  
[Street] [City]

Illinois . . . 60067 . . . (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 seised 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.

ILLINOIS HOME IMPROVEMENT - 1/80-FNMA/FHLMC UNIFORM INSTRUMENT

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9. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with a loss which has occurred under this Note is hereby assigned and shall be paid to the Lender by the Borrower.

10. **Transpiration.** Lender may make or cause to be made reasonable inspection expenses of the Property, or part thereof, or for examination of any other acreage or land held by the Borrower under this Note or for other acreage or land held by the Borrower.

11. **Floodgates.** Any amount of payment received by the Borrower under this Note is hereby declared to be payable upon notice from Lender to Borrower requesting payment in full of payment, such amounts shall be payable upon notice by this Noteholder, unless Borrower and Lender agree to otherwise become additional indebtedness of Borrower accrued by this Noteholder and Lender's Note shall remain in full force and effect thereafter.

12. **Borrower's and Lender's interest in the property.** Borrower's and Lender's interest in this Note is hereby declared to be payable upon notice by this Noteholder to Borrower requesting payment in full of payment, such amounts shall be payable upon notice by this Noteholder, unless Borrower and Lender agree to otherwise become additional indebtedness of Borrower accrued by this Noteholder and Lender's Note shall remain in full force and effect thereafter.

13. **Protection of Lender's security.** If Borrower fails to perform the conditions contained in this Note, Borrower shall keep the property in good repair and take such steps as may be necessary to protect Lender's interests. If Lender's Note shall keep the property in good repair and take such steps as may be necessary to protect Lender's interests, Lender shall not make such steps if he does not make payment.

14. **Revolving and adjustable rate of interest.** Lender's Note shall not contain more than a maximum rate of interest of one percent above the current rate of interest on a revolving basis determined by the Lender, or it Borrower, or if Borrower ceases to be a client for more than 30 days from the date note is made by Lender to Borrower.

15. **Proof of loss.** In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make or other securities agreement with a lien which has priority over this Mortgagor. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust, easement or other agreement which has priority over this Mortgagor.

16. **Insurance.** Borrower shall keep the insurance carrier and Lender may make payment to Lender upon presentation of documents provided by Lender.

17. **Borrower's and Lender's rights.** Borrower shall keep the funds or any amount less by fees, rewards intended for Lender, and Lender may make payment to Lender in any event.

18. **Revolving and adjustable rate of interest.** Funds and impositions available to the Property will be paid off taxes, insurance, Borrower's expenses to make payments therein, Borrower shall pay as same to be paid off taxes, under any mortgage, deed of trust or other securities, arrangement with Lender, All insurance premiums and renewals thereof shall be in a form acceptable to Lender and approved shall not be the responsibility of Lender.

19. **Applicant of Payment.** Unless a applicable law provides otherwise, all payments made by Lender under this Note and paragraphs 1 and 2 hereof shall be applied to the Note to the prorated portion of the Note.

20. **Lender's payment in full of a sum accrued by this Note.** Lender shall promptly refund to Borrower any funds held by Lender at the time of application in a credit account the sum accrued by this Mortgagor.

21. **The funds to pay taxes and assessments.** Together with the future monthly installments of Funds payable prior to they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as they fall due, Borrower shall not be sufficient to pay taxes, assessments, insurance premiums and round rents as the Funds held by Lender, which not be paid to Borrower, without charge, an annual accounting of either property held by Lender on monthly statements of Funds, if the property is otherwise occupied by Lender, Lender may receive.

22. **Borrower's payment in full of a sum accrued by this Note.** Lender shall pay reasonable compensation to the Funds showing credits and debits to the Funds and the balance for which each debit to the Funds was made, the Funds are paid as additional security for the sums accrued by this Mortgagor.

23. **Funds for Taxes and Assessments.** Lender shall be held in an institution the depositors of amounts of which are included in the taxes and assessments of Funds and apply to the Note and Lender is an instrument holder.

24. **Payment of Premium and Interest.** Borrower shall promptly pay when due the principal and interest independent of the Note and Lender's charges as provided in this Note.

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**10. Borrower Not Relieved by Forbearance by Lender.** 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. 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 confirmed 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 the 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 or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

**NON-UNIFORM 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.

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(Space Below This Line Reserved for Lender and Recorder)

PLATINE, ILLINOIS 60067  
300 E. DOWNTOWN HIGHWAY  
THE CITY OF CHICAGO, STATE OF ILLINOIS



MY COMMISSION EXPIRES 8/10/94  
NOTARY PUBLIC, STATE OF ILLINOIS  
BENJAMIN D. DOBBELI  
"OFFICIAL SEAL"

My Commission expires: 08-10-94  
RECORDED BY BENJAMIN D. DOBBELI Notary Public

Given under my hand and official seal, this 1st day of July, 1994.

RECORDED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THE X SUBSCRIBED TO THE FOREGOING INSTRUMENT AS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOM(S) NAME(S) RICHARD E. STALICA E/K/A MARY ROHR, HIS WIFE, DO HEREBY CERTIFY THAT

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS, On this 1st day of July, 1994,

MARY STALICA E/K/A MARY ROHR  
RICHARD E. STALICA  
Resident of Chicago, Illinois

In Witness Whereof, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien upon this property over this Mortgage to give Notice to Lender at Lender's address set forth on page one of this Mortgage, or any default under the supplier's encumbrance and of any sale or other foreclosure action.

## REQUEST FOR NOTICE OF DEFECT

## AND FOR CLOSURE UNDER SUPERIOR

## MORTGAGES OR DEEDS OF TRUST

Upon acceleration under paragraph 17 hereof or abandonment of title to property, Lender shall be entitled to have a receiver appointed by a court 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 the receiver shall be applied first to payment of the receiver's compensation of the property and collection of rents, including, but not limited to, receiver's fees, premiums on escrow's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to charge to Borrower, Borrower shall pay all costs of recordation, if any.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for those rents actually received.

21. Waiver of Foreclosure. Borrower waives all right of homestead exemption in the property.

Property management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on escrow's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to charge to Borrower, Borrower shall pay all costs of recordation, if any.

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PARCEL 1: THAT PART OF LOT 7 IN AUBURN WOODS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1987 AS DOCUMENT #87309313 AND RE-RECORDED SEPTEMBER 15, 1987 AS DOCUMENT #87504960, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7, THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 7 A DISTANCE OF 34.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 09 MINUTES 32 SECONDS EAST ALONG SAID EAST LINE OF LOT 7 A DISTANCE OF 24.03 FEET; THENCE LEAVING SAID EAST LINE OF LOT 7 AND RUNNING SOUTH 06 DEGREES 29 MINUTES 20 SECONDS WEST A DISTANCE OF 150.52 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7; THENCE NORTH 03 DEGREES 26 MINUTES 32 SECONDS WEST ALONG SAID WEST LINE OF LOT 7 A DISTANCE OF 23.99 FEET; THENCE LEAVING SAID WEST LINE OF LOT 7 AND RUNNING 69 DEGREES 29 MINUTES 20 SECONDS EAST A DISTANCE OF 159.90 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER LOT 22 IN SAID SUBDIVISION AFORESAID AS SET FORTH IN DECLARATION RECORDED AS DOCUMENT #87309314 AND RE-RECORDED SEPTEMBER 15, 1987 AS DOCUMENT #87504960 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 450 AUBURN WOODS COURT, PALATINE, IL, 60067

P.I.N. 02-10-307-044

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CC  
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