

UNOFFICIAL COPY

92428140

MORTGAGE

This instrument was prepared by:

C. MORRELL

(Name)

CHICAGO, IL 60603

(Address)

010078400

BOX 165

MAIL TO

THIS MORTGAGE is made this 8TH day of JUNE, 1992, between the Mortgagor, EMIL HAGELINE AND MARY ANN HAGELINE, HIS WIFE

(herein "Borrower"), and the Mortgagee, CITIBANK, FEDERAL SAVINGS BANK a corporation organized and existing under the laws of the United States, whose address is 1 SOUTH DEARBORN, CHICAGO, ILLINOIS 60603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 33,600.00, which Indebtedness is evidenced by Borrower's note dated JUNE 8, 1992 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 1, 2007;

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 14 IN WILLOW PARK, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ON DECEMBER 8, 1986 AS DOCUMENT NUMBER 3673866, IN COOK COUNTY, ILLINOIS.

081528140

DEPT-11 RECORD.T \$27.00
T#7777 TRAN 7163 06/15/92 13:53:00
\$8526 + G -92-428140
COOK COUNTY RECORDER

18-33-207-025

which has the address of 313 POSTON ROAD, WILLOW SPRINGS

(Street)

(City)

Illinois 60480 (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 household estate if this Mortgage is on a household) 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.

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

1. PAYMENT OF PRINCIPAL AND INTEREST: Borrower shall promptly pay when due the principal and interest Indebtedness evidenced by the Note and late charges as provided in the Note.

2. FUNDS FOR TAXES AND INSURANCE: Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

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

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1. BORROWER NOT RELEASED; FORFEITURE NOT A WAIVER. Extension of the time for payment of amortization of a mortgagor to a lender by this Mortgagor shall not operate to release the Mortgagor from any liability of the original Borrower and Guarantor to the lender under the original Note or any other instrument or agreement between them.

arranged and shall be paid to Landers, subject to the terms of any mortgage, bond or trust or other security agreement with a man which has priority over this Mortgage.

9. CONDOMINITION. The proceedings of any award or claim for damages, direct or consequential, in connection with any condominium or other taking of the Property, or part thereof, or for conveyance in lieu of condominium, are hereby

provided that Landlord shall give Borrower notice prior to any such impairment application separately naming Borrower as a party thereto.

8. INSPECTION. Landlord may make or cause to be made reasonable inspections upon and inspection of this property.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Nazi rate, shall become additional indebtedness of Borrower accrued by this Mortgagee.

In accordance with the recommendations of the World Health Organization, the following measures are recommended:

By-laws and regulations of the Second Milmium or planned until development, and a new situation document.

applied to a wide range of government operations, from sound minimum of planned unit development, this

DEVELOPMENTS. Borrower shall keep the property in good repair and shall not commit waste or permit impairment of the property and shall comply with the provisions of any lease or rental agreement it may have with respect thereto. Borrower shall perform all of the obligations of a general partner under the partnership agreement, if any, relating to the property.

6. PRESERVATION AND MAINTENANCE OF PROPERTY, LEASEHOLDS, CONDOMINIUMS, PLANNED UNIT TO THE SAME AS REQUIRED BY THIS MORTGAGE.

1033 If it is not made promptly by Borrower,
1034 if the Property is abandoned by Borrower,
1035 or if Borrower fails to respond to Lender within 30 days from the date notice
1036 is mailed by Lender to Borrower that the insurance carrier refuses to settle a claim for insurance benefits,
1037 Lender may sell the Property at a public auction.

The insurance company providing the insurance plan chosen by the subscriber shall not be unreasonably withheld.

Insured agglomerates by fire, hazards, inundated within the term "extended coverage", and such other hazards as Landlord may require and in such amounts and for such periods as Lessor may require.

5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, lightning, wind, hail, storm, explosion, riot, civil commotion, and other hazards.

4. PRIOR MORTGAGES AND DEEDS OF TRUST - CHARGES, LIENS, under any mortgage, and if trust or other security agreement all of Borrower's obligations

3. APPLICABILITY ON PAYMENTS. Unless applicable law provides otherwise, all payments made by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under Paragraph 2 above, then to interest payable on the Note, and then to the principal of the Note.

Lender, in its undivided percentage interest in the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender shall pay to Lender any amount necessary to make up the difference between the amounts paid by Borrower and the amounts received by Lender from the sale of the property.

and other forms of tax-exempt organizations and foundations and grants funds, such excesses shall be held in trust and used to pay any taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or monthly installments of Funds. If the amount of the Funds held by

Securitify far the sums secured by this Mortgagor.

As made or applicable law requires such interest to be paid, demand shall not be required to pay Borrower any interest or
 and debts to the Funds and the Funds shall give to Borrower, without charge, an annual accountiting of the Funds showing credits
 and debits to the Funds and the Funds was made. The Funds are added as additional

The Funds, analyzing said account or verifying said compilation shall assessments said bills, unless Lender may say Borrower interest on the Funds and applicable law permits Lender to make a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement

11. Borrower may funds to Lender, the funds shall be held in an institution the depositis or accounts of which are insured by a Federal or state agency [including Lender if Lender is such an institution]. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying

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[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 10 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 this 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 recording 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 household 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 transfer 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 transfer, 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.

[17. 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 this 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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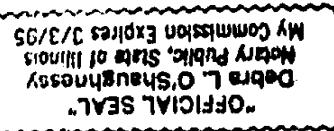
DPS 870

FORM 2827 B

FD-204-A-1A

RECORD AND RETURN TO: (Space Below This Line Reserved For Lender and Recorder)

CITIBANK, FEDERAL SAVINGS BANK



My Commission Expires: 3-3-95

Given under my hand and official seal, this 8th day of JUNE

1992.

Debba L. O'Shaughnessy
Notary Public
State of Illinois
My Commission Expires 3/3/95

Personally known to me to be the same person(s) whom I name(s). **ARIE** **EMIL HAGELIN** **ANN HAGELIN**, HIS WIFE
Married before me this day in person, and acknowledge that **X** is a bona fide subscriber to the foregoing instrument as **THEIR**. **True voluntary act**, for the uses and purposes intended forth.

STATE OF ILLINOIS, "NOTARY PUBLIC" County of:

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

EMIL HAGELIN **ANN HAGELIN**

Borrower and Lender request the holder of any mortgage, and of trust or other encumbrance with a lien which has account only for those rents actually received.

MORTGAGES OR DEEDS OF TRUST AND FORECLOSURE UNDER SUPERIOR

REQUEST FOR NOTICE OF DEFALUT

21. **WAIVER OF HOMESTEAD** Borrower hereby waives all right of homestead exemption in the Property.

20. **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 recording, if any.

Property including those past due. All rents collected by the lessor shall be applied first to payment of the debts of property management of the property and collection of rents, including, but not limited to, roadways, roads, pavements or walkways, bonds and reasonable attorney fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

Upon acceleration under paragraph 17 hereof or abandonment of the property, Lender shall be entitled to have a

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