

# UNOFFICIAL COPY

01-63617-02

This instrument was prepared by

RICHARD J. JAHNS  
(Name)

5133 W. FULLERTON AVENUE  
(Address)  
CHICAGO, IL 60639

92142135

## MORTGAGE

THIS MORTGAGE is made this 11th day of FEBRUARY, 1992, between the Mortgagor,  
LINDA SANKS, FORMERLY KNOWN AS LINDA REIMER, MARRIED TO MICHAEL T. SANKS

herein "Borrower", of the Mortgagee, CRAGEN FEDERAL BANK FOR SAVINGS  
a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, whose address is  
5133 WEST FULLERTON - CHICAGO, IL 60639 (herein "Lender")

WHEREAS, Borrower has desired to borrow in the principal sum of TWELVE THOUSAND AND NO/100

Dollar, which indebtedness is evidenced by Borrower's note dated FEBRUARY 11, 1992  
herein "Note", payable in monthly installments of principal and interest with the balance of the indebtedness at not  
later than MARCH 1, 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, and (b) the repayment  
of any future advances with interest thereon made to Borrower by Lender pursuant to paragraph 21 hereof (herein  
"Future Advances"), Lender hereby grants and conveys to Lender the following described property  
located in the County of COOK State of Illinois:

LOT 29 IN BLOCK 15 IN ROBERT McLAUGHLIN SUBDIVISION OF SECTION 25 TOWNSHIP 41 NORTH RANGE  
10 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY ILLINOIS

PERMANENT INDEX #09-25-416-018

92142135

which has the address of 7491 N. COONTO CHICAGO  
(Street) (City)  
IL 60648  
(State and Zip Code) (Address)

FOURTH with all the improvements now or hereafter created on the property, and all easements, rights,  
appurtenances, rent, mineral, oil and gas, right 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 household estate if this Mortgage is on a household) are herein 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, that the Property is non-encumbered, and that Borrower will warrant and defend  
generally the title to the Property against all claims and demands, subject to any declarations, easements or  
restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the  
Property.

ILLINOIS

ENGLISH/GERMAN LINE FORM INSTRUMENT

92142135

*Richard J. Jahns*

153300 1041

COOK COUNTY CLERK'S OFFICE



# UNOFFICIAL COPY

01-63617-02

lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 7 hereof.

Any amount due by Lender pursuant to the paragraph 7 with interest thereon shall become additional indebtedness of Borrower secured by this Mortgage. Lender's interest and fees for interest on the term of payment, such amounts shall be payable upon the term of Lender. Borrower is putting payment thereon and shall bear interest from the date of disbursement of the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. In position, Lender shall have the right to make reasonable entries upon and repairs of the Property, provided that Lender shall not incur any expense or liability thereon pertaining to reasonable wear and tear related to Lender's interest in the Property.

9. Confidentiality: Lender shall not disclose or divulge to any third party any confidential information in connection with any information of the terms of the parties' participation in the mortgage unless such confidential information is hereby assigned and shall be part of Lender.

In the event of total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess of any proceeds over the event of partial taking of the Property, unless Borrower and Lender otherwise agree in writing, then shall be applied to the sums secured by the Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by the 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 sold or mortgaged by Borrower or after notice by Lender to Borrower that the sale or mortgage offers to make an encumbrance with a Junior Mortgage, Borrower shall respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to effect and apply the proceeds of Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender otherwise reserves in writing, any such application of proceeds to principal shall not extend or postpone the time for payment of such principal as provided in paragraph 1 and 2 hereof or change the amount of such installment.

10. Borrower Not Released of Obligations: At the time for payment or satisfaction or amortization of the sums secured by this Mortgage, granted to or by any person in interest in Borrower, shall not operate to release in any manner the liability of the original Borrower and other persons in interest in Lender shall not be required to commence proceedings against such success or a 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 other persons in interest.

11. Enforcement by Lender of a Waiver: Any release or waiver by Lender in exercising any right or remedy hereunder, or otherwise affected by applicable law, shall not be a waiver of or prohibit the exercise of any such right or remedy. The payment of a sum or sums of the payment of a sum or other item or charge 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. Successor and Assigns Bound Herein and Several Liability: Covenants, conditions and agreements herein contained shall bind and the rights hereunder shall inure to the benefit of successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. Covenants and agreements of Borrower shall be joint and several. The covenants and benefits of the parties of this Mortgage shall inure to the benefit of the parties to be used to interpret or define the provisions hereof.

14. Notice: Except to the extent specifically provided otherwise in this Mortgage, any notice to Borrower provided under this Mortgage shall be given by mailing, by registered mail, addressed to Borrower at the Property Address or at another 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 at address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided in this Mortgage shall be deemed to have been given to Borrower at Lender when such notice is mailed as designated herein.

15. Uniform Mortgage Governing Law: Severability: This mortgage contains uniform covenants for material non-essential matters consistent with local custom, laws and regulations of the county in which the Property is located. In the event that any provision of the Mortgage or the Note, with applicable law, shall not affect other provisions of this Mortgage or the Note which can be given effect without affecting the intent of the parties and the provisions of the Mortgage and the Note are hereby severable.

16. Borrower's Copy: Borrower shall be furnished a printed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

17. Transfer of the Property: Assumption: If all or any part of the Property or an interest therein is sold or transferred by Borrower (with or without Lender's prior written consent) existing or to be created, a lien or encumbrance subordinate to this Mortgage or the creation of a purchase money security interest in the Property or application for transfer by devise, descent or by operation of law upon the death of a party named on or for the benefit of any household member of those persons residing continuously upon the premises, Lender must be notified in writing of the transfer of the Property to be immediately due and payable. Lender shall have a right of option to accelerate payment of the sums secured by this Mortgage to the person to whom the Property is to be sold or transferred such acceleration in writing that the right of such payment is satisfied to Lender and that the interest payable on the sums secured by this Mortgage shall be at a rate as Lender shall specify. If Lender has waived the option to accelerate provided in this paragraph 17 and if it is determined that an acceleration has occurred, written assumption agreement accepted in writing by Lender, Lender shall not be deemed to have waived the option to accelerate under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall not be deemed to have waived the option to accelerate in accordance with paragraph 17 hereof, and Lender shall provide a period of time for the Borrower to pay the sums secured by this Mortgage in accordance with paragraph 17 hereof, which time shall provide a period of time for the Borrower to pay the sums secured by this Mortgage within which Borrower may pay the sums secured by this Mortgage for a period of time prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invade any time here permitted by paragraph 17 hereof.

NOTICE: THE FOLLOWING COVENANTS, CONDITIONS AND AGREEMENTS OF BORROWER AND LENDER ARE 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 covenant 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 by a date not less than 30 days from the date the notice is mailed to Borrower by which such breach must be cured, and (3) 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 a court 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 within 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 the 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 cost of documentary evidence, abstract, and title report.

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

if Borrower ceases to occupy the property as his/her principal residence.

02142135

# UNOFFICIAL COPY

RE TURN TO BUREAU

(Space Below This Line Reserved for Lender and Recorder)

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Given under my hand and official seal, this 11TH day of FEBRUARY, 1992

Notary Public in and for the County of Cook, State of Illinois, do hereby certify that the foregoing instrument is the same as that which was presented to me for recording and which I have subscribed to the foregoing instrument as

LINDA SANKS FORMERLY KNOWN AS LINDA REIMER, MARRIED TO MICHAEL T. SANKS

STATE OF ILLINOIS

quantity as

-Borrower

-Borrower

-Borrower

-Borrower

MICHAEL T. SANKS

-Borrower

-Borrower

LINDA REIMER

LINDA SANKS

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 11th day of February, 1992.

21. Waiver of Home Equity: Borrower hereby waives all right of homestead exemption in the Property.

22. Release: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage ~~with~~ to Borrower and pay the costs of recording, if any.

23. Release of Lien: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage, except the original amount of the Mortgage, to Borrower and pay the costs of recording, if any.

24. Release of Lien: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage, except the original amount of the Mortgage, to Borrower and pay the costs of recording, if any.

25. Release of Lien: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage, except the original amount of the Mortgage, to Borrower and pay the costs of recording, if any.

26. Release of Lien: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage, except the original amount of the Mortgage, to Borrower and pay the costs of recording, if any.

27. Release of Lien: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage, except the original amount of the Mortgage, to Borrower and pay the costs of recording, if any.

28. Release of Lien: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage, except the original amount of the Mortgage, to Borrower and pay the costs of recording, if any.

29. Release of Lien: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage, except the original amount of the Mortgage, to Borrower and pay the costs of recording, if any.

30. Release of Lien: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage, except the original amount of the Mortgage, to Borrower and pay the costs of recording, if any.

58103126