

UNOFFICIAL COPY

This instrument was prepared by:

93422171

Victoria Hunter.....

(Name)

7054 South Jeffery, Chicago, IL
(Address)

MORTGAGE

THIS MORTGAGE is made this 22nd . . . day of . . . May 1993, between the Mortgagor, Veronica E. DeLoach, a married woman, and Ethel L. Smith, a widow, not since remarried (herein "Borrower"), and the Mortgagee, THE SOUTH SHORE BANK OF CHICAGO a corporation organized and existing under the laws of . . . Illinois whose address is 7054 Jeffery Avenue — Chicago, Illinois 60649 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of . . . \$13,000.00 Thirteen Thousand Dollars and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated . . . May, 22nd, 1993 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on . . . June, 10, 1998

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, grant and convey to Lender the following described property located in the County of . . . Cook State of Illinois:

THE NORTH 17 FEET OF LOT 11 AND LOT 10 (EXCEPT THE NORTH 8 FEET) IN BLOCK 8 IN HILL AND PIKE'S SOUTH ENGLEWOOD ADDITION BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 IN SECTION 22 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 20-32-427-022

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DEPT-01 \$27.50
93422171 TRAM 0193 06/04/93 13:32:00
42175 # -93-422171
COOK COUNTY RECORDER

which has the address of . . . 8624 South Morgan Avenue, Chicago, Illinois 60621
(Street) (City)
..... (herein "Property Address");
(State and Zip Code)

27.50

AMK

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".

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 unencumbered, 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.

PL# 31-001-44202-7

ILLINOIS—1 to 4 Family—6/77—FNMA/FHLMC UNIFORM INSTRUMENT

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Chicago, Illinois 60649

7054 South Jeffery

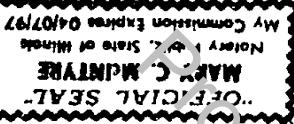
The South Shore Bank of Chicago

Victoria Hunter

MAIL TO:



(Space Below This Line Reserved For Lender and Recorder)



Notary Public

Mary C. Mintyre

My Commission expires:

Given under my hand and official seal, this 22nd day of May 1993

set forth.

I, Mary M. Mintyre, Notary Public in and for said county and state, do hereby certify that Veronica E. Deloach, a Notary Public in and for said county and state, signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is the same person(s) whose name(s) is/are, tampered with, personally known to me to be the same person(s) whose name(s) is/are, set forth.

STATE OF ILLINOIS, County ss:

Cook

Courtly ss:

Echel L. Smith

Borrower

Veronica Deloach

Borrower

In Witness Whereof, Borrower has executed this Mortgage.

20. Assignment of Rent; Appointee of Receiver; Lender, at Lender's option prior to release of this Mortgage, may hereby assign to Lender the rents of the property, provided that Borrower shall remain in full force and effect as if no acceleration had occurred.

Upon acceleration under paragraph 18 hereof, Lender, by agent of the assignee, shall remain in full force and effect as if payment and cure by Borrower, this Mortgage and the obligations secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower, such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the security of this mortgage, except the original amount of the Note plus \$100, be increased by this mortgage, nor included in an account of the principal amount of this mortgage, except to the extent that said notes advanced in accordance herewith to protect the security of this mortgage, except to the extent that said notes advanced in accordance herewith to protect the security of this mortgage, or to the extent that said notes advanced in accordance herewith to protect the security of this mortgage.

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 recording, if any, to Borrower.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower, such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the security of this mortgage, except the original amount of the Note plus \$100, be increased by this mortgage, nor included in an account of the principal amount of this mortgage, except to the extent that said notes advanced in accordance herewith to protect the security of this mortgage, or to the extent that said notes advanced in accordance herewith to protect the security of this mortgage.

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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Upon acceleration under paragraph 18 hereof, Lender, by agent of the assignee, shall remain in full force and effect as if payment and cure by Borrower, this Mortgage and the obligations secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower, such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the security of this mortgage, except the original amount of the Note plus \$100, be increased by this mortgage, nor included in an account of the principal amount of this mortgage, except to the extent that said notes advanced in accordance herewith to protect the security of this mortgage, or to the extent that said notes advanced in accordance herewith to protect the security of this mortgage.

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

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 thereof, and shall bear interest from the date of disbursement at 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. 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 therefor related to Lender's interest in the Property.

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 sum 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, 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 conformed copy of the Note and of this Mortgage at the time of execution or after recordation 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 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, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

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 hereof.

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 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; (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

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7. Protection of Lenders' Secrecy. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lenders' interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a building, but under all circumstances, fees and expenses necessary to protect Lenders' interest in the Property to make repairs, pay the premium required to maintain such condition of making the loan secured by this Mortgage, Borrower shall pay the premium required to maintain such insurance at the regular time for such insurance terminates for any reason.

be incorporated into small and medium enterprises and extreme parts of the economy, such as agriculture, fisheries, mining, construction, trade, services, and tourism.

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 the property and shall comply with the provisions of any lease it has made. If this Mortgage is on a leasehold, if this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or governing documents, and constitute a planned unit development. If a condominium or planned unit development

or acquisition shall pass to Lender prior to the exercise of the sums secured by this Mortgage immediately prior to such sale or

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 cause or permit such instalments, if under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of the Borrower in and to the proceeds shall vest in and to the Person(s) entitled to the same prior to the sale.

date notice is mailed by Borrower, or if Borrower fails to respond to Lender's demand within 30 days from the date notice is mailed by Borrower, or if Borrower fails to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to apply the insurance proceeds to the unpaid balance of the Note.

Understand that otherwise agree in writing, insurance proceeds shall be applied to repair or restoration of property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be thereby impaired, the Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or restoration of property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired.

Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Lender may make proof of loss if not made promptly notice to the insurance carrier and Lender.

such coverage exceeded their amount of coverage required to pay the sums specified by this mortgage.

5. **Hazard Insurance.** Borrower shall keep the insurance policies in full force and effect for the term of the underlying lease or for such period as Lender may require; provided, that Lender shall not require that the amount of

3. Application of Paragraph 1 and 2 hereof shall be applicable law provides otherwise, all payments received by Lender under the Note and Paragraph 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to amounts payable on the Note, then to the principal of the Note, and then to interest and principal on any future advances.

Upon payment in full of all sums secured by this Mortgagor, Lender shall promptly refund to Borrower any Funds held by Lender to protect the payment of principal and interest.

purposes to give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the sum secured by this Mortgage.

insurance premiums and ground rents. Lender may not charge for or hold title, unless Lessee complies with the terms and conditions set forth in the lease agreement.

plus one-time payment by Lender of premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time in writing by Lender on the basis of assemblies and receivables of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay a sum (herein "Funds"), equal to one-twelfth of the property taxes and assessments which may attain liability for hazard insurance coverage, and ground rents on the property, if any, plus one-twelfth of every premium initially paid in full in advance.

OPTIONAL COVENANT. Notwithstanding and in addition to the other covenants contained in this Note, Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by this Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.