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DEPT-01 RECORDINGS

\$35.00

MORTGAGE

T#0011 TRAN 4753 06/11/93 12142100
\$6381 • 93-445015
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on JUNE 4, 1993

The mortgagor is

JOE E. MC GEE AND ELIZABETH MC GEE, HUSBAND AND WIFE, AS JOINT TENANTS
("Borrower"). This Security Instrument is given to

HEMLOCK FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of the United States of America
5700 West 159th Street - Oak Forest, Illinois 60452

("Lender"). Borrower owes Lender the principal sum of

THIRTY-NINE THOUSAND AND NO 100/THS.

Dollars (U.S. \$ 39,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

JULY 1, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK County, Illinois

93-445015

UNIT NUMBER 137 IN CAMBRIDGE PLACE, A CONDOMINIUM AS DELINEATED ON
A SURVEY OF THE PART OF THE FOLLOWING DESCRIBED REAL ESTATE: A PARCEL
OF LAND LOCATED IN THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4
OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS
ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED
AS DOCUMENT #6 310 871, AND AS AMENDED FROM TIME TO TIME, TOGETHER
WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN
COOK COUNTY, ILLINOIS.

35C

P.I.N. 27 34 104 026 1137

which has the address of

17581 DRUMMOND DRIVE
(Street)

TINLEY PARK
(City)

Illinois 60477

(Zip Code)

("Property Address")

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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one of more of the sources set forth above, within 10 days of the filing of a notice:

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the enforcement of the obligation under the terms of the lien in a manner acceptable to Lender; or (c) gives Lender notice of the sale of the property.

4. (Chargers) Lenses, Borrower shall pay all taxes, assessments, charges, fines and imposts due to the property which may affect this security instrument, and least hold payments or ground rent, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall promptly furnish to Lender all notices of nonpayment of amounts due under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing this payment.

3. Application of Terms

Agreement by the Borrower to pay the sums so due in accordance with the terms of this Agreement.

If the Funds held by Lender exceed the amounts permitted by the applicable law, Lender shall account to the holder of the funds for the excess.

exceeds the lesser amount. Section 2052(b) also provides that the corporation may not deduct amounts paid to its shareholders in excess of the lesser of (i) 50% of the corporation's gross receipts or (ii) 50% of the sum of the corporation's qualified dividends and qualified capital gains.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM CONTRACTS Uniform and Federate coverage and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants will relate to conditions by which it is executed to constitute a uniform security instrument covering real property.

BORGOWEK GJERMANIS has Rothenauer's signature set aside as invalid due to his state interests, convenience and bias due to his relationship with the defendant.

TOWERHEM WITH ALL THE IMPROVEMENTS NOW OR REPELACED OR ERASED OR THE PROPERTY, AND AN ADDITION SHALL ALSO BE COVERED BY THIS SECURITY AGREEMENT AS A PART OF THE PROPERTY.

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condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 years or such other period as

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1990-1991

ESTADÍSTICAS DE LA DENSIDAD DE Población - 2000

¹⁶¹ A determination of the proceeds of species by species, in accordance with the method of valuation used by the Royal Commission, would be of interest.

9. Inspection. Leader or his agent may make reasonable entries upon and inspections of the property, under such circumstances as appear necessary.

B. Differentiate functions. If f and g are functions defined on an interval I , then the product rule for differentiation says that if $y = f(x)g(x)$, then $y' = f'(x)g(x) + f(x)g'(x)$. The proof of this result follows directly from the definition of the derivative as a limit. If we let Δx be a small positive number, then $y + \Delta y = f(x + \Delta x)g(x + \Delta x)$ and $y + \Delta y - y = f(x + \Delta x)g(x + \Delta x) - f(x)g(x)$. Dividing by Δx and letting $\Delta x \rightarrow 0$, we get $\lim_{\Delta x \rightarrow 0} \frac{f(x + \Delta x)g(x + \Delta x) - f(x)g(x)}{\Delta x} = \lim_{\Delta x \rightarrow 0} \frac{f(x + \Delta x)g(x + \Delta x) - f(x)g(x + \Delta x) + f(x)g(x + \Delta x) - f(x)g(x)}{\Delta x}$. Since $f'(x) = \lim_{\Delta x \rightarrow 0} \frac{f(x + \Delta x) - f(x)}{\Delta x}$ and $g'(x) = \lim_{\Delta x \rightarrow 0} \frac{g(x + \Delta x) - g(x)}{\Delta x}$, we have $\lim_{\Delta x \rightarrow 0} \frac{f(x + \Delta x)g(x + \Delta x) - f(x)g(x + \Delta x)}{\Delta x} = f'(x)g(x) + f(x)g'(x)$. Therefore, $y' = f'(x)g(x) + f(x)g'(x)$.

any amounts disputed by Lender under this paragraph / shall become additional debt of Borrower secured by the security instrument.

7. **Prevention of Leader's Risks in the Property.** It borrows certain features to prevent the reversions and advancements contained in this Statuary instrument, or there is a legal proceeding that may significantly affect leaders' rights under this paragraph 7. Leader does not have to do so.

If less Leander and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments.

Lender's opinion opinion coverage to protect the lender's interests in the project, to accommodate a more favorable

postures that I under-achieve. The insatiable desire for pleasure should be chosen to broaden subjects of study beyond what is required.

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 4TH day of JUNE, 1993
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

HEMLOCK FEDERAL BANK FOR SAVINGS (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:

17581 DRUMMOND DRIVE, TINLEY PARK, ILLINOIS 60477

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings 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 the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5. **96443025**

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the

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BY SIGNING HEREIN, Borrower agrees to the terms and provisions contained in this Addendum and

1. CROSS-DEFINITION PROVISION. Borrower's definition of breach under this Section, instruments and lender may invoke any of the remedies permitted by the security instrument.

If the keys of the Property are not sufficient to cover the costs of holding: control of and managing the Property and of collecting the Rent, any funds expended by Lender for such purposes shall become independent of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Keys and has not sold and will not sell them to any other party without the prior written consent of Lender.

Lender may set that would prevent Lender from exercising his rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, if Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents of the Property shall terminate when any default or invalidation of Lender. This assignment of Rents of the Property shall terminate when any default or invalidation of Lender.

all the sums secured by the Security Instrument are paid in full.

Results until (1) Leader has given Bonferroni notice of default pursuant to paragraph 21 of the Securitization Instrument and (ii) Leader has given notice to the lessee(s) that the Rents are to be paid to leader or leader's agent. This assignment of Rents