# **UNOFFICIAL COPY**

## **MORTGAGE**

This instrument was prepared by ANISSA M. RUSTHOVEN (Name) ORLAND PARK, IL 60462

(Address)

93638968

	THIS MORTGAGE RICKEY WILLIA			'' <del></del>	ST, 1993	between the Mortgagor	
(herein ''	Borrower"), and the	Mortgagee,	FINANCIAL	. FEDERAL	TRUST & SAV	INGS BANK OF OLYMPIA FIE	LDS
a corpora	ation organ⊍ud and	existing under the l	aws of the U	inited States (	of America, whose	address is	
		. WESTERN AVE FIELDS, ILLI		60461		(herein "Lender")	).
	WHEREAS, Brito						
Collars, v	10	is evidenced by Box	TOWER'S NOTE	(Jaio(1	·	1, 1993 (herein "Note") bledness, if not sooner paid, due and	i
ment of a the perfo with inte does here County o	all other sums, with rmance of the cove rest thereon, made by mortgage, grant	h interest thereon, nants and agreen er to Borrower by i.	ao ranced in its of Borrow Dries pursua	accordance h er herein con isc to paragra	erewith to protect tained, and (b) the ph 21 hereof (he	Note, with interest thereon, the pay it the security of this Mortgage, and e repayment of any future advances rein "Future Advances"), Borrowei d in the	
State of	1LĽĬŇÔ1S		4				()
19, 2 MERIL		TOWNSHIP 35 IG TO THE PLAT	NORTH, RATHEREOF	ANGE 14, RECCRPED	EAST OF THE JANUARY 4,	RT OF SECTIONS FHIRD PRINCIPAL 1960, AS PT-01 RECORDINGS 2011 TRAN 6309 08/12/93 15 1266 * *********************************	\$2 5:37:
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PERM	TAX 1.D.#32-3	0-27-004-0000		.7 <b>90</b>	38968	Occ	
PROPE	RTY ADDRESS:	1936 CAMBRI CHICAGO HEI	DGE GHTS, IL	60411		100	
_#	alian malalana 4	1936 CAMBRI	DGE		1	CHICAGO HEIGHTS	
	the address of ———	· · · · · · · · · · · · · · · · · · ·	(Stree	ot)		(City)	
ILLIN		(h	erein "Pros	erry Addre	sa'');		
hances, ren ifter attach part of the	ts, royalties, minerined to the property	the improvements if, oil and gas rights if, all of which, included by this Mortgage: 4	and profits, uding replace and all of the	water, water . ements and ac e foregoing, t	rights, and water i Iditions thereto, s	and all easements, rights, appurto- stock, and all fixtures now or here- hall be deemed to be and remain a property (or the leasehold estate	
		that Borrower is la			hh	-44 461-6	

93638968

prior to entry of a judgment efforcing by hortgage in Burrowir pays header of sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, 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 18 hercof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, I ender'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.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable

Upon acceleration under paragraph 18 nereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale. Lender, in person, by agent or by judicially appointed receiver, shall be entitled 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 Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be hable to account only for those rents actually received.

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 principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceld the original amount of the Note plus US \$ NOTE.

22. Release. Upon payment of all sums secured by this Mortgage. Lender shall release this Mortgage

Borrower shall pay all costs of recordation, if any, and any release fee in effect at that time 23. Waiver of No. o stead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHERE DR. Borrower has executed this Mortgage.

" Theology Calledonics ... JULIA WILLIAMS FOR THE SOLF PURPOSE OF WAIVING HER HOMESTEAD RIGHTS COOK STATE OF ILLINOIS. County ss Ankso N , a Notary Public in and for said county and state, RICKEY WILLIAMS MARRIED TO JULIA WILLIAMS AND JULIA WILLIAMS do hereby certify that , personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as  $\overline{\rm HTS}$ free and volumary act, for the uses and purposes therein set forth Given under my hand and official seal this My Commission expires OFFICIAL SEAL AMISA W RUETHOVEN COARY OUT OF STANCES BY COIS

- (Space Below This Line Reserved For Lender and Recorder) -

MAIL 10 FINANCIAL FEDERAL TRUST & SAVINGS BANK 1401 N. LARKIN AVE. JOLIET, IL 60435

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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 Leader to incur any expense or take any action hereunder

8. Inspection, Leader 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 same 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 Borcower.

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 in authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the

Property or to a couns 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 thate of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not deleased. 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 Morti age by reason of any demand made by the original Borrower and Borrower's successors in interest

11. Forbearance by Lender No. a Waiver, Any furbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law a all not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of texes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the ind ote hoss 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 lay, 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 berounder shall i tyre to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. Air c. ... annts and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mort, age me 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 mr dirg such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may resignate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return recent 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 for n of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisuction to constitute a uniform security instrument covering real property. This Morigage shall be governed by the law of the first iction in which the Property is located. In the event that any provisions of this Mortgage or the Note condicts 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. Barrower's Copy. Borrower shall be furnished a conformed copy of the Note w.d 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 lear shold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the some 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 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 covenants 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 data, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that fallure 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.

Brrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and

interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein "Funds" equal to one twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plas 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

The Funds shall be held in an institution the deposits or accounts 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 Lives, assessments insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such 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 is made or applicable law requires such interest to be paid, Lender shall not be required to may Horrower any interest or earnings on the Finnls Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future menthly installments of Finds payable provide the due dates of Jaxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay soid taxes, assessments insurance prenaums and ground rents as they fall due, such excess shall be, at Borrower's option either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Fands held by Londer shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they call due Borrower shall pay to Londer any amount necessary to make up the deficiency within 30 days from the date notice a marked

by Lender to Borrower an mesting payment thereof
Upon payment in help of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereoff the Property is sold or the Property is otherwise acquired by Lender, built apply, no later than immedized 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

3. Application of Paymen's Unless applicable law provides otherwise, all payments received 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 bereof, then to interior payable on the Note, then to the principal of the Note, and then to interest and

principal on any Future Advances.

4. Charges; Liens, Borrower shall pay all taxes, assessments and other charges lines and impositious attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or around tents, it am, in the manner provided under paragraph 2 hereofor, i' not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly to sish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Be crove shall promptly turms be bender receipts evidencing such payments. Borrower shall promptly discharge any hen which by priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrover shall agree in writing to the payment of the obligation secured by such lien in a manner neceptable to Lender, or shall a good faith contest such lien by see defend anforcement of such Hen in, legal proceedings which operate to prevent the enforcement of the hen or forfeiture of the Property or any part the cest

5. Hazard Insurance. Borrower shall keep the impresements now existing or hereafter erected on the Property or any part the real structure of the Property or any part the real structure of the Property or any part the real structure of the Property or any part the real structure of the Property of the part of the Property of the Propert

provided under paragraph 2 hereef or, if not paid in such manner, by Berrower making payment, when due, directly to the

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender Lender shall have be right to hold the peticle and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and this coupts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender have proof of loss if not made

promptly by Borrower.

Unless Londer and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and the security of this Mentione would be impaired, the insurance proceeds shall be applied to the sums secured by this North as with the excess at any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower finis to respond to Lewicz within 30 days to an the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a Coron or insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option eather to re-collect and repair of the Property or to the sums 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. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and inverse of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property jacor to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale

or acquisition.

under paragraph 2 bereof

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 or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominum or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominum or planned unit development, the by taws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgane, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof

7. Protection of Lender's Security, If Borrower fails to perform the covenants and agreements contained at the Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, architiga. but not limited to, emiaem domain, insolvency, code enforcement, or arrangements or proceedings awdying a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrowen may make such appearances, distance such which and take such action as is necessary to protect Londor's interest, including but not immted to, disburse including autorney's fees and entry upon the Property to make repairs. If Lendor required mortgage insurance as a condition of making the loan secured by this Mortgage. Borrower shall pay the promiums required to maintain such membrance in effect until such time as the requirement for such insurance terminates in accordance with Betrower cand Leader construcagreement or applicable law Borrower shall pay the amount of all mortgage insurance promining in the manner provided