

UNOFFICIAL COPY

93714434

This instrument was prepared by:
Kevin McVey
The South Shore Bank of Chicago
(Name)
7054 S. Jeffery Blvd., Chicago, IL
(Address)

MORTGAGE

THIS MORTGAGE is made this 3rd day of September , 1993, between the Mortgagor, E. Marvin Goodwin and Annie Goodwin, married to each other, (herein "Borrower"), and the Mortgagee, THE SOUTH SHORE BANK OF CHICAGO, a corporation organized and existing under the laws of , whose address is 7054 Joffery Avenue, Chicago, Illinois 60649 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of . . . Twenty Five Thousand and NO/100---- (\$25,000.00) . . . Dollars, which indebtedness is evidenced by Borrower's note dated . . . on or about this same date herewith . . . (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2013 . . .

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 South Half ($\frac{1}{2}$) of Lot 2 in Barton Avenue Subdivision, being a Subdivision of Lots 9, 10, 11 and 12 and the West Half ($\frac{1}{2}$) of Lot 8 and 13 in Block 5 of Stave and Klemm's Subdivision of the Northeast Quarter ($\frac{1}{4}$) of Section 25, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

PIN#: 20-25-217-016

93714434

93714434

DEPT-01	\$27.50
T\$4444	TRAH 5824 09/08/93 11:10:00
#9120 # *--93-714434	
COOK COUNTY RECORDER	

which has the address of . . . 7306 S. Luella, Chicago, IL . . ., . . ., . . .
(Street) (City)
..... (herein "Property Address");
(State and Zip Code)

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.

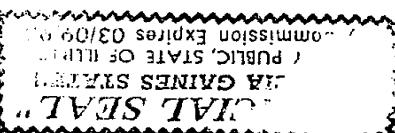
2752

UNOFFICIAL COPY

Attention: Real Estate
7054 South Jeffery Blvd.
Chicago, IL 60649

THE SOUTH SHORE BANK OF CHICAGO

(Specify Below This Line Reserved for Lender and Recorder)



My Commission expires:

Given under my hand and official seal, this, 3rd day of September, 1993.

set forth.

..... signed and delivered the said instrument as, that, 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, the,
..... personally known to me, to be the same person(s) whose name(s) are,
do hereby certify that, E., Matthew Goodwin, my Affidavit, Goodwin,
I, Plaintiff, Galena, State, a Notary Public in and for said county and state,

STATE OF ILLINOIS, County ss:

—Borrower
—Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property,
to Borrower. Borrower shall pay all costs of reordination, if any.
22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge
Mortgage, except the original amount of the Note plus US \$ 0.00.
indebtedness evidenced by this Mortgage, not including sums advanced in accordance with the security of this
evidenced by promissory notes stating that said notes are secured hereby. At no time shall this Mortgage when
make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when
21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may
those rents actually received.
attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for
Property and collection of rents, including, but not limited to receivers' fees, premiums on receivers' bonds and reasonable
past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management
entitled to enter upon, take possession of and manage the Property, and to collect the rents of the Property including those
of any period of redemption following judicial sale, Lender, in person, by agent or by judicial appointment receiver, shall be
Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration
hearing of or abandonment of the Property, provided that Borrower shall, prior to acceleration under paragraph 18
hereby assigns to Lender the rents of the Property, provided that Borrower shall remain such rents as they become due and payable.
20. Assignment of Rents; Assignment of Possession. As additional security hereunder, Borrower
no acceleration had occurred.
payment and cure by Borrower, this Mortgage shall remain in full force and effect as if
in the Property and Lender's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such
(d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest,
expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in
breaches of any other covenants or agreements contained in this Mortgage; (c) Borrower pays all reasonable
this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all
prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under

UNOFFICIAL COPY

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 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.

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 appliance, (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:

REC'D
12/1/2026

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 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

UNOFFICIAL COPY

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 deterioration of the Property or the fixtures thereon. If this Mortgagor fails to do so, Mortgagor agrees to pay all costs of repair and shall be responsible for the cost of removal of any fixtures which are removed from the Property.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of property damaged, provided such restoration or repair is economically feasible and necessary to this Mortgagor's interest in the property. If such restoration or repair is not economic, Lender may apply the sums received by this Mortgagor to the repair of other parts of the property which are reasonably necessary to its use. Notwithstanding the above, if the property is irreparably impaired, Lender may apply the insurance proceeds to the repair of other parts of the property which are reasonably necessary to its use. Notwithstanding the above, if the property is irreparably damaged, provided such restoration or repair is not economic, Lender may apply the insurance proceeds to the repair of other parts of the property which are reasonably necessary to its use. Notwithstanding the above, if the property is irreparably damaged, provided such restoration or repair is not economic, Lender may apply the insurance proceeds to the repair of other parts of the property which are reasonably necessary to its use.

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 the right to hold the policies and renewals thereunder until payment in full of all amounts due under the note and the mortgage. Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall promptly furnish to Lender all insurance certificates and renewals. Lender may make proof of loss if not made by Borrower.

The insurance carrier providing the insurance shall be chosen in accordance with paragraph 2(c) of or in not paid in such manner, by retroactive premium, as insurance policies shall be paid in the manner provided under section 2(c) of or in not paid in such manner, by retroactive premium, as insurance policies shall be paid in the manner provided by Law.

Note and Paragraphees 1 and 2 hereof, shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any future advances.

If the due amount of taxes held by Lender, together with the future amounts receivable prior to funds payable under this Agreement, exceeds the amount required to pay said taxes, Borrower shall make up the difference by Lender to Borrower, less the amount necessary to pay taxes, assessments, insurance premiums and ground rents as they fall due, in Borrower's sole discretion, either by Lender or credited to Borrower or paid directly to the appropriate authority.

Indebtedness arising from principal and interest, or otherwise payable by Note, due late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.