

# UNOFFICIAL COPY

This instrument was prepared by.

ANISSA M. RUSTHOVEN

(Name)

CHICAGO RIDGE, IL 60415

(Address)

2900

## MORTGAGE

THIS MORTGAGE is made this 26TH day of DECEMBER, 1992 between the Mortgagor,  
STEVEN C. GOURLEY AND EILEEN M. GOURLEY HIS WIFE

(herein "Borrower"), and the Mortgagee, FINANCIAL FEDERAL SAVINGS BANK OF OLYMPIA FIELDS  
a corporation organized and existing under the laws of the United States of America, whose address is

21110 S. WESTERN AVE.  
OLYMPIA FIELDS, ILLINOIS 60461

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of

ONE HUNDRED FIVE THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated DECEMBER 26TH, 1992 (herein "Note"), provided for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

JANUARY 1ST, 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 all right, title and interest of Borrower in the described property located in the

County of  
State of

COOK  
ILLINOIS

SEE RIDER ATTACHED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

93 JAN -8 AM 10:32

93016510

## BOX 333

PERM TAX I.D.#19-28-324-019-0000 & 19-28-324-020-0000

PROPERTY ADDRESS: 7718 SOUTH ARAMIE  
BURBANK, IL 60459

which has the address of 7718 SOUTH ARAMIE BURBANK  
(Street) (City)  
ILLINOIS 60459 (herein "Property Address");  
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurte-  
nances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or here-  
after 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 (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 the 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.

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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all 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 hereof, 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, Lender'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.

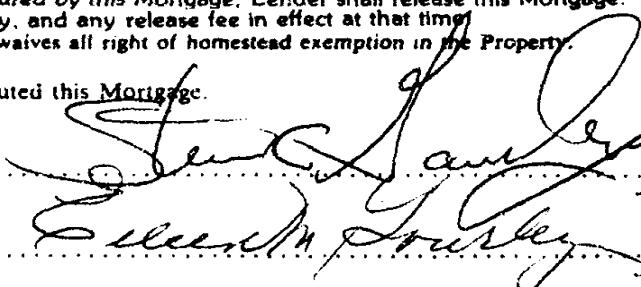
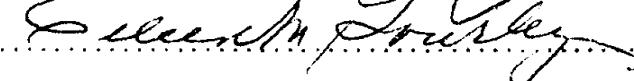
Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the 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 liable 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, exceed the original amount of the Note plus US \$ . . . . . ONE . . . . .

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

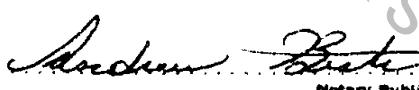
  
\_\_\_\_\_  
—Borrower  
  
\_\_\_\_\_  
—Borrower

STATE OF ILLINOIS, . . . . . WILL . . . . . County ss:

I, . . . ANDREW . . . BESTER . . . . ., a Notary Public in and for said county and state, do hereby certify that . . . STEVAN C. GOURLEY AND EILEEN M. GOURLEY HIS WIFE . . . . . personally known to me to be the same person(s) whose name(s) . . . ARE . . . . . subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . . . THE . . . signed and delivered the said instrument as . . . THEIR . . . . . free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this . . . 26TH . . . day of . . . DECEMBER . . . , 19 . . . 92 . . .  
My Commission expires: 1-9-96



  
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

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

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Any amount due by Borrower pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Borrower incurred 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 of such amount at the rate specified in this Paragraph 7, which interest shall bear interest from the date of disbursement until the date of payment or earlier cancellation of such amount except at the rate of interest specified in this Paragraph 7, unless otherwise provided by law.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, or any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, the proceeds shall be applied to the balance due by Lender to Borrower for payment of the balance of the principal amount of the Mortgage held by Lender to Borrower or for any other amount due by Lender to Borrower.

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 any award or claim for damages, direct or consequential, in the event of a total taking of the Property, the proceeds shall be applied to the balance due by Lender to Borrower for payment of the balance of the principal amount of the Mortgage held by Lender to Borrower or for any other amount due by Lender to Borrower.

10. Borrower Not Released. Extent of the time for payment of modification of amortization of the sum secured by this Mortgage, if received by Lender to any holder of taxes or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Mortgage by Lender or any holder of taxes or charges by Lender for any reason of any demand made by the original Borrower and Borrower's successors in interest, the liability of the original Borrower and Borrower's successors in interest to Lender shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest to Lender, to the extent of any sum secured by this Mortgage by Lender to any holder of taxes or charges by Lender.

11. Forbearance by Lender Not Released. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise efforts made by Borrower to settle a claim for damages, shall not be a waiver of or preclude the exercise of any such right or remedy hereunder, if the original Borrower and Borrower's successors in interest to Lender have not been paid or otherwise provided for in the time for payment of modification of amortization of the sum secured by this Mortgage by Lender to any holder of taxes or charges by Lender.

12. Remedies Cumulative. All remedies provided in this Mortgage are cumulative, and concurrent to any other right to accelerate the maturity of the Mortgage held by Lender or to any holder of taxes or charges by Lender.

13. Successors and Assigns. Borrower, jointly and severally, and may be exonerated and countermanded independently of successively, or remedy under this Mortgage prior to or after its creation by joint tenancy or in trust for the benefit of any other person, and by devise, descent or by partition of a joint tenancy, at Lender's option, deeded to it, the sum secured by this Mortgage, to Lender and his successors and assigns, shall have waived such option to accelerate Mortgagor to be immediately due and payable. Lender shall have waived such option to accelerate Mortgagor to whom the property is sold or transferred and that the interest of such person to whom the property is sold or transferred shall not be liable to Lender or to any holder of this Mortgage to whom the property is sold or transferred.

14. Notice. Except for any notice under applicable law to the given in another manner, (a) any notices to Borrower provided under this Mortgage shall be furnished a copy of our Note, to all or any part of this Mortgage at the time of execution or recording hereof,

15. Uniform Mortgage Law; Survival. This Mortgage shall survive the termination of this instrument or any other recordation or filing hereof, in accordance with the laws of the state or nation in which the property is located, covering real property, to the extent of its validity and force, notwithstanding any provision to the contrary contained in this instrument or any recordation or filing hereof.

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

17. Transfer of the Property; Assignment. It is agreed that Lender may sell or transfer this Mortgage to any person, firm or corporation, and such transferee shall be substituted in this instrument in place of Lender, and that the transferee shall have the same rights and powers as Lender had prior to the transfer, and shall be bound by all the terms and conditions of this instrument, and shall be liable to Lender and to Borrower for the obligations herein contained.

18. Acceleration; Remedies. Except as provided in Paragraph 17 hereto, Lender may resort to further collection and affix as follows:

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

Lender may, without further notice or demand on Borrower, invoke any remedies permitted by law before Borrower has paid to Lender to collect or pay any amount due by Lender to him or her under this Mortgage.

18. Borrower's Right to Redemptions. Notwithstanding any other provision to the contrary, Lender's acceleration of payment of the sums secured by this Mortgage shall be entitled to collect from Lender to Borrower due and payable without further notice or demand on Borrower, and such action shall not be enjoined by any court of law.

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such ride shall be incorporated into and shall amend and supplement the certificate of title motor vehicle.

6. Preservation and Maintenance of Property; Planned Unit Developments; Condominiums; Leaseholders; Mortgages; Powers of Sale; and Right of First Refusal.

Upon payment of the sum so received by the holder or his assignee, the holder and the assignee shall be entitled to receive payment of the amount due him under the note.

Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repayment of the sum insured by this instrument.

of loss, Borrower shall give prompt notice to the insurance carrier and Lender under may make proof of loss if not made promptly by Borrower.

All insurance policies 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 until payment in full is made.

that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof, or, if not paid in such manner, by Rotowear making payment, when due, directly to the provider.

b. Hazard Insurance. Borrower shall keep title in improvements now existing or hereafter erected on the Property measured against losses by fire, hazards included within the term, "extended coverage," and such other may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sum secured by this Mortgage.

4. **Chargers; Lenses, Borrows, and Leases**—any attorney's ability to prevent the Borrower from making payments to the lessor or lessee of any equipment or property held by the Borrower under leasehold agreements, leases, or otherwise, if such lessor or lessee has the right to require payment of the amount due under such lease or agreement prior to the date of payment to the lessor or lessee of any amount due under this Agreement.

under paragraph 2 hereof, there to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any future advances.

applying no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application to a credit agreement that the same secured by this Mortgage.

Under shall give to Dotorower, without charge, an annual accounting of the Funds showing credit and debt to the Funds and the purpose for which debt to the Funds was made. The Funds are pledged as additional security for the sum secured by this Mortgage.

to Lenders on the day monthly installments of principal and interest are payable under the Note is paid in full, a sum (herein "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, plus one-twelfth of yearly premium insurance premiums for hazard insurance, plus one-twelfth of yearly premium insurance premiums for mortgage insurance, if any, less reasonable attorney's fees initially and from time to time by Lender on the basis of assessments or which are measured or guaranteed by a Federal Home Finance Agency (including Lender in such an institution). Lender shall apply the Funds to pay said taxes, assessments,

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**PARCEL 1:**

LOTS 3 AND 4 IN BLOCK 17 IN KEYSTONE ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

THAT PART OF THE EAST 1/2 OF THE VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 3 AND 4 IN BLOCK 17 IN KEYSTONE ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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