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## MORTGAGE

93096408

THIS MORTGAGE is made this 26 day of August, 1972, between the Mortgagor, WILLIE A. RIVERS, JR. AND ANITA R. RIVERS (J.) (herein "Borrower"), and the Mortgagee, ARCHWAY CONSTRUCTION CO., INC., a CORPORATION organized and existing under the laws of Illinois, whose address is 5915 N. HORNBLIN AVENUE, CHICAGO, IL 60659 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 12600.00, which indebtedness is evidenced by Borrower's note dated Aug. 8, 1971 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid due and payable on APPROXIMATELY 180 months from completion date 12/26/73.

To SECURE to Lender 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, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

PERMANENT REAL ESTATE TAX NO: 13-36-107-048

LOT 6 IN BLOCK 1 IN J. JOHNSTON JR'S SUBDIVISION OF 9 ACRES IN THE NW 1/4 OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 2942 W. LYNDALE ST., CHICAGO, IL 60647

, DEPT-01 RECORDING \$27.50  
. T04444 TRAN 3720 02/05/93 09155100  
. 66887 \* \* \* -93-096408  
. COOK COUNTY RECORDER

93096408

which has the address of 2942 W. LYNDALE, CHICAGO,  
(Street) (City)

Illinois, 60647, (herein "Property Address");  
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 household estate if this Mortgage is on a household) are hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN 56302 (612) 257-3341 1/80 SMO-IL CUSTOMIZED

Form 3914

GT-15-14-050 (8/80)

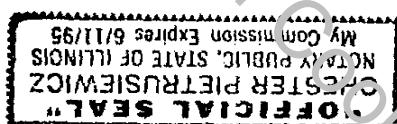
\$ 27.50

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(Space Below This Line Reserved For Lender and Recorder)

ATTN: Loan Processing  
345 SE, Peter Street  
TAO Landmark Tower  
GREEN TREE FINANCIAL  
St. Paul, MN 55102

Please send recorded originals to:



My Commission expires:

Given under my hand and official seal, this ..... day of ..... August, 1972.

..... free voluntary act, for the uses and purposes herein set forth.  
..... appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as  
personally known to me to be the same person(s) whose name(s) are..... subscribed to the foregoing instrument  
..... Notary Public in and for said county and state, do hereby certify that

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

ANITA RIVERS

—BORROWER—

MILLIE RIVERS

—BORROWER—

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has  
priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any  
default under the superior encumbrance and of any sale or other foreclosure action.

REQUISITE FOR NOTICE OF DEFALCIT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

20. Release, Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without  
account of any for those rents actually received.  
21. Waiver of Homestead, Borrower waives all right of homestead exception in the Property  
charge to Borrower. Borrower shall pay all costs of recordation, if any.

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**10. Borrower Not Released; No Bearance by Lender Not A Waiver.** 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. 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.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. 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 delivering it or 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 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.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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 this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. 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.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

**17. Acceleration; Remedies.** Except as provided in paragraph 16 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 give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 nonexistence 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 attorneys' fees and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note 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 17 hereof, including, but not limited to, reasonable attorneys' 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.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 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 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

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**9. Condemnation.** The proceeds of any award for damages, direct or consequential, in condemnation will  
be held by the lessee and shall be paid to Lender, unless set forth in the terms of any mortgage, deed of trust or other security agree-

related to Leibniz's interest in the *Propriety*.

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 the Personable cause therefor.

be come additional indebtedness of Borrower accrued 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.

Borrower's and Lender's written agreement or applicable law.

7. Protection of Lenders' Security. If Borrower fails to perform the requirements and agreements contained in this Mortgage, or if any action is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appropriate arrangements as is necessary to protect Lender's interest. If Lender receives required mortgage insurance premiums, fees, and take such action as is necessary to protect Lender's interest.

Forms of the second quantum of planned and developed, and constituted demands.

6. Preservation and Maintenance of Property; Leases and Condominiums; Planned Unit Developments, Four-deckaration of government creating or governing the condominium of planned unit development, the by-laws and regulations.

authorised to collect and apply the insurance proceeds in Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If the Property is abandoned by Borrower, or if Borrower fails to respond to a demand letter within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim "as is" without benefits, Lender is

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance and costs and expenses thereafter shall be in a form acceptable to Lender and shall include a standard mortgage clause to the extent of and in a form acceptable to Lender, Lender shall have the right to hold the policies and renewals thereunder in trust for Lender. All insurance and costs and expenses thereafter shall be in a form acceptable to Lender and shall include a standard mortgage clause to the extent of and in a form acceptable to Lender, Lender may make other security agreement with a lessor which has priority over this Mortgage, Lender may make proof of loss if not made promptly by Borrower.

3. **Practical experience:** Practical skills keep the participant from making mistakes or overlooking important details.

Mortgage, and leasehold payments or ground rents, if any;

**3. Other Mortgages and Deeds of Trust in Support of Leases.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lessor which has priority over this Mortgage.

the Note and paragraphs 1 and 2 hereto shall be applied by Lender first in payment of amounts payable to Lender by Borrower under Paragraph 2 hereof, then to items payable on the Note, and then to the principal of the Note.

*(Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender,*

If the principal or the funds held by Lender, together with the unpaid monthly installments of Funds payable prior to the due dates of all taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either paid monthly in advance by Borrower or credited to Borrower on monthly installments of Funds. If the Funds held by Lender fail to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments made by Lender.

Borrower may interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accountings of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds shall be held in addition to the same as held by Mortgagor.

and applying the same, may be made in writing and stamping and affixing such documents and instruments as may be required by law.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the depositories of which are insured by the Federal Deposit Insurance Corporation.

lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments if such holder is an institutional lender.

2. Funds for taxes and insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments includable in the monthly payments of principal and interest.

1. Payment of Premium and Interest. Borrower shall promptly pay when due the principal and interest demanded by the Note and late charges as provided in the Note.