

UNOFFICIAL COPY

MORTGAGE

94921687

To

LaSalle Talman Bank FSB

5501 South Kedzie Avenue, Chicago, Illinois 60629-2486 (312) 434-3322

THE ABOVE SPACE FOR RECORDER'S USE ONLY

Dated this 25th day of October A.D. 1994 Loan No. 92-1076938-8

THIS INDENTURE WITNESSETH: That the undersigned mortgagor(s)

Edgar McGhee and Dorothy McGhee, His Wife

94921687

mortgage(s) and warrant(s) to LASALLE TALMAN BANK FSB, successors or assigns, the following described real estate situated in the County of Cook in the State of Illinois to-wit: 4049 W. 21st Placu, Chicago, IL 60623

LOT 18 IN THE RESUBDIVISION OF LOTS 13 TO 40 INCLUSIVE IN BLOCK 1 OF T.P. PHILLIPS' EQUITABLE LAND ASSOCIATION ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 16-22-428-004

to secure the payment of a note, and the obligation therein contained, executed and delivered concurrently herewith by the mortgagor to the mortgagee, in the sum of

Twenty-five thousand and no/100's Dollars (\$ 25,000.00) and payable:

Three hundred eleven and 08/100's Dollars (\$ 311.08), per month commencing on the 9th day of December, 1994 until the note is fully paid, except that, if not sooner paid, the final payment shall be due and payable on the 9th day of November, 2004 and hereby release and waive all rights under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State.

The holder of this mortgage in any action to foreclose it shall be entitled (without notice and without regard to the adequacy of any security for the debt) to the appointment of a receiver of the rents and profits of the said premises.

Upon the filing of any bill to foreclose this mortgage in any court having jurisdiction thereof, all expenses and disbursements paid or incurred on behalf of the complainant in connection with proceedings for the foreclosure, including reasonable attorney's fees, shall be an additional lien upon said premises and included in any decree that may be rendered in such foreclosure proceedings.

This mortgage shall be released upon payment to Mortgagee of the indebtedness secured hereby and payment of Mortgagee's reasonable fee for preparing the release.

IN WITNESS WHEREOF, we have herunto set our hands and seals, the day and year first above written.

94921687

x [Signature] (SEAL) Edgar McGhee (SEAL)

x [Signature] (SEAL) Dorothy McGhee (SEAL)

STATE OF ILLINOIS } SS COUNTY OF COOK }

DEPT-OF RECORDING (SEAL) \$23.00 T09999 TRAN 6021 10/28/94 14145100 40493 & DW *-94-921687 COOK COUNTY RECORDER

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Edgar McGhee and Dorothy McGhee, His Wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal, this 25th day of October A.D. 1994

THIS INSTRUMENT WAS PREPARED BY Tina Banac LASALLE TALMAN BANK 8303 W. Higgins Rd. Chicago, IL 60631

OFFICIAL SEAL Beverly Anderson Young NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 07/27/96

[Signature] 23 00 NOTARY PUBLIC

370398

MAIL ROOM

First

UNOFFICIAL COPY

taking of the Property, or part hereof, or for condemnation, are hereby assigned in full to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, 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 exceed or postpone the due date of any payment due under the Agreement or change the amount of such payment.

9. Borrower Not Released. Extension of the time for payment or modification of any other term of the Agreement of 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 successors or refuse to extend time for payment or otherwise modify any term of the Agreement of this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by application 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 agreement secured by this Mortgage.

11. 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.

12. 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. All covenants and agreements of Borrowers 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. The term interest as used herein shall mean and include all finance charges under the Agreement.

13. 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 therein.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed a maximum principal amount of \$ 15,000.00, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens or encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage, (b) Borrower's actions or inactions adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortgage, (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to 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.

18. Transfer of Ownership. If all or any part of the Property or any interest in it is sold or transferred, (or if the title to the Property is held by an Illinois Land Trust, and a beneficial interest therein is sold or transferred) 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.

19. 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 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, 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 the rents actually received.

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

In Witness Whereof, Borrower has executed this Mortgage

Michael McTigue
Type or Print Name

Patricia McTigue
Type or Print Name

DEPT-01 RECORDING 88
\$23.00
159999 TRAN 6021 10/28/94 14:45:00
00:5:00

State of Illinois
County of COOK

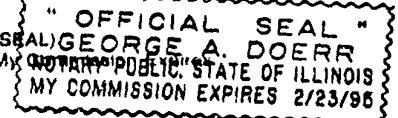
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

Michael McTigue and Patricia McTigue, 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 they 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 notarial seal, this 24th day of October, 1994



Notary Public

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