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AFTER RECORDING RETURN TO:



This instrument was prepared by:
ANN HEYING

(None)

VOLUME II. 605

DOWNERS GROVE, IL 60515

(Activity 3)

（如圖四）

0330599

THIS MORTGAGE is made this 26TH day of OCTOBER 1994, between the Mortgagor,
MICHAEL T. PICKERT, SR. AND DEBRA M. PICKERT, HUSBAND AND WIFE

(herein "Borrower"), and the Mortgagors,
AMERICAN SAVINGS OF FLORIDA, F.S.B.
a corporation organized and existing under the laws of **THE UNITED STATES OF AMERICA**
whose address is **17801 NORTHWEST SECOND AVENUE**
MIAMI, FLORIDA 33169-5089 **04960676**

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 140,250.00, which indebtedness is evidenced by Borrower's note dated OCTOBER 26, 1994 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 NOVEMBER 15, 2009;

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**:

THE NORTH 50 FEET OF THE SOUTH 122 FEET OF LOT 13 IN HENRY GOTTSCHALK'S
SUBDIVISION OF THE EAST 192 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF
THE NORTHWEST 1/4, LYING WEST OF THE CHICAGO AND VINCENNES ROAD OF
SECTION 6, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$31.50
T#0011 TRAN 4569 11/10/94 18:08:00
#5527 & RV #--94-960676
COOK COUNTY RECORDER

32-06-109-024

which has the address of 18437 MORRIS HOMWOOD

which has the address of 18437 MORRIS

HOMEWOOD

REFERENCES

(Street)

city).

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 leasehold estate if this Mortgage is on a leasehold) 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.

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to Leander's interest in the Property.

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 specifically reserving the right to inspect for related

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, at the rate of one and one-half percent per annum, shall bear interest from the date disbursed until paid, and shall bear interest from the date paid until paid in full.

by—Laws and regulations of the Second National Development Bank and Governmental departments, and corporations of the Second National Development Bank.

authorised to collect and apply the leasehold premiums proceeds of Landlord's option either to restore or repair of the property or to the sums secured by this Mortgage.

Loes if not made promptly by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance carrier, and Lender. Lender may make proof of damage within a reasonable time period over this mortgage.

to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security

The insurance carrier providing the insurance shall be chosen by the court or other subject to approval by lender; provided that and in such amounts and for such periods as lender may require.

Most states, and local school departments of ground rents if any.

obligations under any mortgage, deed of trust or other security agreement with a lessor which has priority over this Mortgage, including Borrower's obligations to make payment when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the property which may attain a priority over the

Boatman's Underwriting Company, 2, 1920, than to the Note, and then to the principal of the Note.

the time of collection as a credit against the sums secured by this Mortgage.

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 of the Property is sold or the Property is otherwise disposed of by Lender, Lender shall be entitled to the proceeds of the sale of the Property.

If the amount of funds held by Lender, together with the future monthly installments of funds payable prior to the due date of each assessment, exceeds the amount necessary to make up the deficiency in one or more payments held by Lender at the sufficient to pay taxes, assessments, insurance premiums and ground rents, it shall exceed the amount required to Borrower shall pay to Lender the amount necessary to make up the deficiency in one or more payments held by Lender at the sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, either promptly upon payment of such excess shall be, at Borrower's option, taxes, assessments and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly or at the discretion of Lender, surrendered to Lender, or Lender may apply such excess to the principal amount of the note, or to any other debt of Borrower held by Lender.

Securing debts on the Funds, Lender shall give to Borrower, without charge, an annual accountiting of the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional collateral for the debts and the debts for which each debt to the Funds was made.

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 modified by Lender such interest is to be paid. Lender shall not be required to pay Borrower any interest or

If Borrower pays Funds shall be held in an institution the depositor of which is insured to guarantee payment of funds to Lender if Lender is such an institution. Lender shall apply the Funds to pay said taxes, assessments, premiums and ground rents. Lender may not charge for so holding and applying the Funds.

assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments if funds to lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

to learners on the very monthly payments of principal and interest pre payable under the Note, Borrower shall pay sufficient to applicable law or a written waiver by Lender.

1. Borrowers shall promptly pay when due the principal and interest demanded by the Note and late charges as provided in the Note.

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10. 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

11. Borrower Not Released; Forbearance By Lender Note Waiver. Extension of the time for payment or modification of amortization of the sums secured by 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.

12. Successors and Assigns Bound; Joint and Several Liability. 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 18 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.

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 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.

14. 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.

15. 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.

16. 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.

17. 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 Lender's 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:

18. ACCELERATION; REMEDIES. EXCEPT AS PROVIDED IN PARAGRAPH 18 HEREUPON, 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.

19. 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.

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DPS 2524

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My Declaration Expires 10/8/97
Notary Public, State of Illinois
PATRICKA L. KUCH

NOTARIAL SEAL

(Please Sign Below This Line Reserved For Lawyer and Notary Public)

Notary Public

10-09-97

My Commission expires:

day of OCTOBER

26TH

, 1994

Given under my hand and official seal, this

personality known to me to be the same person(s) whose name(s) ARE
appended before me this day in person, and acknowledged that THEY
submitted instrument as THEIR free voluntary act, for the uses and purposes therein set forth
and delivered to the foregoing instrument.

MICHAEL T. PICKERT, SR. AND DEBRA M. PICKERT, HUSBAND AND WIFE

hereby certify that they Publicly in and for said County and state, do
hereby execute and deliver

STATE OF ILLINOIS,

(Sign Original Only)

Borrower

Borrower

(Seal)

(Seal)

(Seal)

DEBRA M. PICKERT (Seal)

Borrower MICHAEL T. PICKERT, SR. (Seal)

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 holder's or encumbrance and of any sale or other foreclosure action.

MORTGAGES OR DEEDS OF TRUST

AND FORCLOSURE UNDER SUPERIOR

REQUISITION FOR NOTICE OF DEFALUT

Upon satisfaction under paragraph 17 hereof of 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 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. The receiver shall be liable to pay all costs of recording, if any, upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any, upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower hereby waives all right of homestead exemption in the Property.

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TAX AND INSURANCE RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to recover any amounts disbursed for purposes of paying delinquent taxes on the Property and maintaining the requisite level of hazard insurance coverage.

THIS TAX AND INSURANCE RIDER is made this 26TH day of OCTOBER 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to American Savings of Florida, N.S.B. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

18437 MORRIS, HOMEBOOD, ILLINOIS 60430
(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

In the event that Borrower fails to make timely payment of any real property taxes on the Property imposed by any taxing authority, Lender, shall recover from Borrower the amount of any such payment by increasing the twelve (12) monthly payments due under Note following the date of such payment by Lender in an amount equal to one-twelfth (1/12) of the amount disbursed to remove the delinquency.

In the event that Borrower fails to maintain the requisite level of hazard insurance for the Property, Lender, at its option, may purchase such coverage from an insurer of Lender's choice. Lender shall recover from Borrower the amount of any hazard insurance premium paid by increasing the amount of the twelve (12) monthly payments due under the Note following the date of Lender's payment of the hazard insurance premium in an amount equal to one-twelfth (1/12) of the hazard insurance premium.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant set forth in this Tax and Insurance Rider.

X Michael V. Pickert Sr.
Borrower MICHAEL V. PICKERT, SR.

X Debra M. Pickert
Borrower DEBRA M. PICKERT

Borrower

Borrower

9-196-0676

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DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

THIS DUE-ON-TRANSFER RIDER is made this 26TH day of OCTOBER 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to AMERICAN SAVINGS OF FLORIDA, F.S.B. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

18437 MORRIS, HOMEWOOD, ILLINOIS 60430

(Property Address)

Amended Covenant. In addition to the covenants and agreements made in the Security instrument, Borrower and Lender further and agree as follows:

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

Michael T. Pickert Sr. _____
MICHAEL T. PICKERT, SR. _____

(Seal)
-Borrower

Debra M. Pickert _____
DEBRA M. PICKERT _____

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

94960676