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COOK COUNTY, ILLINOIS  
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## MORTGAGE

This instrument was prepared by:  
ROBERTA J. SADOWSKI  
(Name)  
CHICAGO RIDGE, IL 60415  
(Address)

THIS MORTGAGE is made this 28TH day of DECEMBER, 1993 between the Mortgagor,  
LOUIS L. QUEMENEUR DIVORCED AND NOT SINCE REMARRIED

(herein "Borrower"), and the Mortgagee, **FINANCIAL FEDERAL TRUST & 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 SEVENTY-FIVE THOUSAND EIGHT HUNDRED AND 00/100-----DECEMBER 28TH, 1993 Dollars, which indebtedness is evidenced by Borrower's note dated SEVENTY-FIVE THOUSAND EIGHT HUNDRED AND 00/100-----DECEMBER 28TH, 1993 (herein "Note"), provided for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on FEBRUARY 1ST, 2009

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  
State of **COOK**  
ILLINOIS

LOTS 51 AND 52 IN BLOCK 8 IN CHICAGO RIDGE, BEING A SUBDIVISION OF THE  
NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PIN #24-17-110-030-0000

PROPERTY ADDRESS: **6306 W. WASHINGTON**  
CHICAGO RIDGE, IL 60415

which has the address of 6306 W. WASHINGTON CHICAGO RIDGE  
(Street) (City)

ILLINOIS 60415 (State and Zip Code) (herein "Property Address");

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 household estate if this Mortgage is on a household) 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, Lender shall 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 \$.....NONE.....

**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.

**IN WITNESS WHEREOF** Borrower has executed this Mortgage.

*Louis L. Quemeneur*  
LOUIS L. QUEMENEUR ..... —Borrower

STATE OF ILLINOIS, COOK County ss:

I, . . . . . *The Undersigned*, a Notary Public in and for said county and state,  
do hereby certify that . . . LOUIS L. QUEMENEUR DIVORCED AND NOT SINCE REMARRIED  
. . . . . personally known to me to be the same person(s) whose name(s) . . . IS . . .  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . . . he . . .  
signed and delivered the said instrument as **HIS** . . . . . free and voluntary act, for the uses and purposes therein  
set forth.

Given under my hand and official seal, this 28TH day of DECEMBER, 19 93  
My Commission expires:

*Beverly E. Betsky*  
Notary Public

An official notary seal featuring a circular design with the text "OFFICIAL SEAL" at the top, "Beverly E. Birkley" in the center, "Notary Public, State of Illinois" below it, and "My Commission Expires 9/16/04" at the bottom.

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

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**NON-UNIPORIN COVENEANTS** *Gratuitous and Lender covenants and events as follows:*

11. Porteeerance by Lender. Not a waiver. Any noncompliance by Lender in the exercise of any such right or remedy hereunder, or otherwise affecting Lender's right to receive payment of or other charges by Lender shall not be a waiver of Lender's right to receive payment of or otherwise affecting Lender's right to receive payment of or other charges by Lender.

12. Remedies Cumulative. All remedies provided in this Mortgagage are cumulative and cumulatively to any other right or remedy under this Mortgagage or afforded by law or equity, and may be asserted and pursued concurrently or successively.

13. Successor and Assigns. The conventions and agreements of Borrower shall be binding upon Borrower, its successors and assigns, and shall inure to the benefit of Lenders and their successors and assigns.

14. Notice. Except for any notice required under a prior clause law to be given in another manner, (a) any notice to

10. Borrower agrees to pay all taxes and other charges levied or imposed on him in respect of the property or any part thereof.

or postpone the due date of the monthly instalments referred to in paragraphs 1 and 2 hereof or change the amount of such instalments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the condominium offers to make an award of certain rights to the condominium, Borrower fails to respond to Lender's demand to restore the condominium or repair or replace it, Lender is authorized to collect title proceeds, at Lender's option, either to restore or repair or to sue out a mortgage.

In the event of a total taking of the Property, the proceeds shall be apportioned to the sum received by this Mortgagor, with the remainder to be paid to Lender.

provided that Landlord shall give Borrower notice prior to any such inspection specifically regarding reconnection cause therefor related to Landlord's interest in the Property.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage, which interest to the extent permitted under applicable law, Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

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7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interests in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements made in a bankruptcy agreement, or if any action or proceeding is commenced which materially affects Lender's security in the Property, including, but not limited to, Lender's position, upon notice to Borrower, may make such a provision, may require such a provision, and take such action as is necessary to protect Lender's interest, including, but not limited to, disburse such sums and deduct from such account as is necessary to pay the amount of all disbursements required to protect Lender's interest, including, but not limited to, attorney fees, costs, expenses, and other charges, and any amounts paid by Lender to Borrower under this Agreement, and all other amounts due Lender under this Agreement.

or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereto the property is acquired by Lender, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sum secured by this Mortgage immediately prior to such sale or acquisition.

Unless otherwise agreed, insurance procedures shall be applied to reparation or reparation of the Property damage, provided such restoration or repair is economically feasible and the security of this Mortgagor is jeopardized by Borrower's failure to respond to the sums demanded by Lender.

If the Property is abandoned by Borrower or if the insurance proceeds shall be applied to Borrower, Lender may sue for the amount of the damage suffered by this Mortgagor within 30 days from the date notice is mailed by Lender to Borrower that the insurance proceeds offered by carrier to settle a claim for insurance benefits, unless Lender is authorized to collect and apply the insurance proceeds at Lender's option either to repair or to replace the property or to the sums demanded by Lender.

Borrower shall bear all costs of repairing or replacing the property or repairing the property to its original condition, except as otherwise provided by this Mortgage.

All instruments shall be in form acceptable to Lennder and shall include a standard moratorium clause in favor of and in form acceptable to Lennder. Lennder shall have the right to hold the policies and renewals until prompt notice to Lennder. Lennder and Borrowshall shall promptly furnish to Lennder all renewal notices and all receipts of paid premiums. In the event of loss, Borrowshall shall promptly notify Lennder and Lennder may make proof of loss if not made otherwise, and Borrowshall shall promptly furnish to Lennder all renewal notices and all receipts of paid premiums. In the event of loss, Borrowshall shall promptly notice to Lennder and Lennder may make proof of loss if not made otherwise.

4. **Charges:** Lien, Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the property which may attain a priority over this instrument, and easemental payments due under this paragraph 2 hereof, in full payment of amounts due under this paragraph, and in the event Borrower shall make payment directly to Lender all notices of amounts due under this paragraph, and in the same manner provided under paragraph 2 hereof, in full payment of amounts due under this paragraph, and in the event Borrower shall make payment directly to Lender to the payee hereof, over this instrument, by Borrower making payment of ground rents, if any, in the manner provided under paragraph 2 hereof, in full payment of amounts due under this paragraph, and in the amount of such payment as will be necessary to pay the sum received by Lender under this paragraph.

**3. Application of Symmetry.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof, shall be applied by Lender first in payment of amounts payable to Lender by Borrower principal on any Future Advances.

If the due amount of the Funds held by Lender together with the future monthly installments of Funds payable prior to pay back taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay back taxes, assessments, insurance premiums and ground rents, Lender may demand payment of the deficiency within 30 days from the date notice is mailed by Lender to Borrower.

Initial premium, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender or his agent, and from time to time by Lender or his agent for amounts due under the terms of this Note.

Interest on any Future Advances secured by this Mortgage  
2. Funds for Taxes and Insurance subject to applicable law or to a written waiver by Lender, Borrower shall pay  
to Lender on the day monthly installments of principal and interest are payable under the Note, until the Paid  
in full, a sum (herein "Prudus") equal to one-twelfth of the yearly taxes and assessments which may accrue over  
this Mortgage, and ground rents on the property, if any, plus one-twelfth of yearly premiums installments for hazard

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and