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DEPT-01 RECORDING \$29.00  
T00012 TRAN 5809 08/14/95 08:28:00  
#1412 # JM \*-95-534656  
COOK COUNTY RECORDER

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 17<sup>th</sup> day of July, 1995. The mortgagors are Richard A. and Christa A. Burke, husband and wife ("Borrowers"). This Security Instrument is given to James A. Buck, whose address is 15650 Hinkley Road, Maple Park, Illinois 60151 ("Lender"). Borrowers owe Lender the principal sum of two hundred thirty-two thousand and 00/100ths Dollars (\$ 232,000 ). This debt is evidenced by Borrowers' note dated the same date as this Security Instrument ("Note"), which provides for annual payments of principal and interest, with the full debt, if not paid earlier, due and payable on June 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; and (b) the performance of Borrowers' covenants and agreements under this Security Instrument and the Note. For this purpose, Borrowers in consideration of this debt do hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Cook County, Illinois:

LOT 3 IN THE SUBDIVISION OF LOTS 25-29 BOTH INCLUSIVE IN THE SUBDIVISION OF BLOCK 7 IN BLOCK 13 IN SHEFFIELDS ADDITION TO CHICAGO SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real Estate Tax ID Number: 14-32-126-003

commonly known as 1253 West Webster, Chicago, Illinois ("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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWERS COVENANT that Borrowers are lawfully seised of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrowers represent and will defend generally the title to the Property against all claims and demands.

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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrowers and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment. Borrowers shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to prepayment charges due under the Note; second, to interest due; and last, to principal due.

3. Charges; Liens. Borrowers shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument. Borrowers shall pay them on time directly to the person owed payment.

Borrowers shall promptly discharge any lien which has priority over this Security Instrument, unless Borrowers: (a) agree in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contest in good faith the lien by, or defend against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secure from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrowers a notice identifying the lien. Borrowers shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Successors and Assigns; Joint and Several Liability. The Lender and Borrowers agree that this Security Instrument and the Note shall not be assigned, conveyed, pledged or otherwise transferred in any way without the consent of the other party hereto. Borrowers' covenants and agreements shall be joint and several.

5. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of

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the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

6. Transfer of the Property. If all or any part of the Property or any interest in it is sold, conveyed, mortgaged, hypothecated, assigned or otherwise transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrowers notice of acceleration. The notice shall provide a period of not less than 15 days from the date the notice is delivered or mailed within which Borrowers must pay all sums secured by this Security Instrument. If Borrowers fail 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 Borrowers.

7. Borrowers' Right to Reinstate. If Borrowers meet certain conditions, Borrowers shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrowers: (a) pay Lender all sums which then would be due under this Security Instrument and the Note and no acceleration occurred; (b) cure any default of any other covenants or agreement; (c) pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrowers' obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrowers, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 6.

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8. Release. Upon payment and discharge of all sums secured by this Security Instrument, this Security Instrument shall become null and void and Lender shall release this Security Instrument without charge to Borrowers. Borrowers shall pay any recordation costs.

9. Riders to this Security Instrument. If one or more riders are executed by Borrowers and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrowers accept and agree to the terms and covenants contained in this Security Instrument and any rider(s) executed by Borrowers and recorded with it.

  
\_\_\_\_\_  
Christa A. Burke

  
\_\_\_\_\_  
Richard A. Burke

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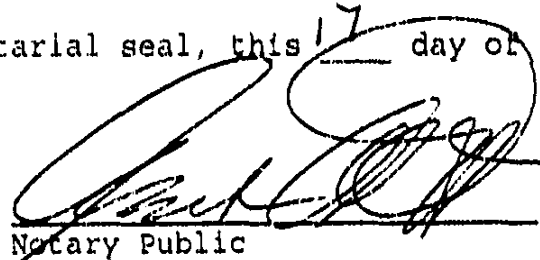


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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard A. Burke and Christa A. Burke, husband and 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 this Mortgage as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17 day of July, 1995.

  
Notary Public

My Commission Expires:

**"OFFICIAL SEAL"**  
Azeesh Abed Martinus  
Notary Public, State of Illinois  
My Commission Expires May 14, 1998

Real Estate Tax ID No.: 14-32-126-003

Prepared by and return to  
when recorded:

David L. Filkin  
PEDERSEN & HOUP  
161 North Clark Street  
Suite 3100  
Chicago, Illinois 60601

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