

# UNOFFICIAL COPY

17/8

1. Assignment of Rents, Mortgage(s) hereby assigns to Lender all rents from the Property; however, prior to default and acceleration, Mortgage(s) shall have the right to collect and retain such rents as they come due. In the event of abandonment or default and acceleration, without taking possession, Lender shall be entitled to collect such rents and apply them to the indebtedness secured by this Mortgage.

2. Warranty of Title, Mortgage(s) covenant(s) that Mortgage(s) is/are lawfully seized of the Property.

together with all improvements, now or hereafter erected upon the real property, and all easements, rights, appurtenances and rents (collectively "Property"), hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

95603154

#4185375-JT-101

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, and being more particularly described as follows:  
 ILLINOIS 60453 the following described real estate, having the address of 4237 ADELIN DRIVE, OAK LAWN, ATLANTA, GEORGIA 30329

Lender at 6 EXECUTIVE PARK DRIVE, SUITE 300, Atlanta, Georgia 30329, and in the absence of such appointment, then at the office of the appoint, and all of said principal and interest made payable at such place as the holders of the Note may, from time to time, in writing, Note, with a final payment of the balance due on the 28th day of AUGUST, 2010, and by which the Mortgage(s) promise(s) to pay said principal sum and interest at the rate and installment amounts as provided in said to Lender, in and by which Note the Mortgage(s) promise(s) to pay said \$ 27,000.00 payable to the order of and delivered payment of that certain Note of even date herewith in the principal sum of MORTGAGE(S) mortgage(s) and warrants) to Lender to secure the

principal of the Note. Note and this Mortgage, then to interest on the Note, and then to the payments shall be applied first to charges and advances permitted by the to the Note and this Mortgage. Unless applicable law provides otherwise, and all sums due to Lender pursuant AUGUST 28, 2010 thereof (collectively, "Note"), which Note has a maturity date of Lender of even date herewith together with all extensions and renewals in order to secure payment of that certain Note from Mortgage(s) to

of 6 EXECUTIVE PARK DRIVE, SUITE 300, ATLANTA, GEORGIA 30329 ("Lender"), having an address of 4237 ADELIN DRIVE, OAK LAWN, ILLINOIS 60453 and FLEET FINANCE, INC. DEPT-01 RECORDING \$27.50 140014 TRAN 7451 09/08/95 14:32:00 4687 J M \*-95-603154 COOK COUNTY RECORDER

THIS MORTGAGE is made this 3rd day of AUGUST, 1995 by and between WILLIAM BRYAN AKA WILLIAM J BRYAN AND ARLENE BRYAN AKA ARLENE J BRYAN HUSBAND+WIFE ("Mortgage(s)"),

having an address of 4237 ADELIN DRIVE, OAK LAWN, ILLINOIS 60453

## MORTGAGE

95603154

95603154

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1. Reinstatement. Unless otherwise provided by state law, Mortgagee shall have the right to have Lender's enforcement proceedings discontinued at any time prior to the date of the sale by (a) paying to Lender in cash or certified funds the sum of (i) all amounts which would be due to Lender under the Note and this Mortgage if no default had occurred, and (ii) all of Lender's costs and expenses in pursuing its remedies; evidence.

10. Remedies. When the indebtedness secured by this Mortgage shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose upon the lien granted herein. Lender shall be entitled to collect from Mortgagee(s) all expenses of pursuing its remedies, as permitted by state law, including, but not limited to, reasonable attorney's fees, court costs and the cost of title reports and other acceleration or otherwise.

9. Default and Acceleration. In the event Mortgagee(s) is/are in default of any term, condition or provision secured by this Mortgage, subject to the terms of any prior encumbrance. Lender shall provide Mortgagee(s) with written notice specifying (a) the nature of the default; (b) the action required to cure the default; (c) the date by which such default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and Sale of the Property; and (e) any other notice required by state law. If the default is not cured by the date required, at Lender's option and without further demand, Lender may declare all sums secured by this Mortgage to be immediately due and payable and proceed with its remedies, including, but not limited to, sale of the Property as provided herein, and commencement of other legal proceedings against Mortgagee(s).

8. Condemnation. The proceeds of any award or claim for damages in connection with any condemnation or other taking of all or part of the Property are hereby assigned and shall be paid to Lender up to the amount secured by this Mortgage, subject to the terms of any prior encumbrance.

7. Insurance. Mortgagee(s) shall keep the Property insured against loss by fire, "extended coverage" perils and such other hazards in amounts and for periods as Lender requires, through insurers approved by Lender. The policies evidencing such insurance must contain a standard mortgage clause naming Lender as loss payee, and Mortgagee(s) must provide Lender with copies of such policies. Mortgagee(s) must promptly notify the insurer and Lender of any loss or damage to the Property. In the event of partial destruction of the Property, the insurer proceeds shall be used to repair the Property unless, in its sole discretion (unless prohibited by law), Lender determines that such proceeds are insufficient to repair the Property completely. In the event of total destruction of the Property, or in the event the proceeds are insufficient to repair the Property completely, Mortgagee(s) shall be deemed to have accepted the proceeds in its sole discretion (unless prohibited by law), the insurance proceeds shall be applied to the sums secured by this Mortgage, and the remainder, if any, shall be paid to the Mortgagee(s). If the Property is abandoned by Mortgagee(s) or Mortgagee(s) fail(s) to respond to any offer of settlement for thirty (30) days from the date of such notice, Lender may apply the insurance proceeds to restoration of the Property or the sums secured by this Mortgage in Lender's sole discretion.

6. Protection of Mortgage. If Mortgagee(s) fail(s) to satisfy any of Mortgagee(s)' obligations required by this Mortgage, or if any action is commenced which materially affects Lender's interest in the Property, at Lender's option, Lender may make such appearances, take such action and advance such sums, including reasonable attorney's fees, as necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph shall be secured by this Mortgage and shall be paid by Mortgagee(s), except as prohibited by law, at Lender's discretion upon Lender's demand or pro-rated over the next 12 months. Installments and added to each such monthly installment.

5. Property Use. Mortgagee(s) represent(s) and warrant(s) that at no time has the Property been used for hazardous waste production, generation, disposal, storage, and Mortgagee(s) has/have never received any notice of a violation or threat of action for noncompliance with any hazardous waste or environmental law. Mortgagee(s) shall keep the Property in good repair and shall use and occupy the Property in compliance with all applicable laws, ordinances and regulations, including, but not limited to, the Americans with Disabilities Act, and all applicable environmental and hazardous material laws. In the event of any violation of law, Mortgagee(s) shall indemnify Lender for any repair, clean-up cost or other loss or expense due to a failure to comply with any law governing the use of the Property. Mortgagee(s) shall not commit or allow waste on or deterioration of the Property.

4. Transfer of Property. Mortgagee(s) shall not transfer all or any part of the Property without Lender's prior written consent, which consent shall be at Lender's sole discretion.

3. Prior Encumbrances. Mortgagee(s) shall pay all taxes, assessments and other charges which may attach priority over this Mortgage, and Mortgagee(s) shall perform all obligations under any Mortgage which has those encumbrances of record.

and Mortgagee(s) warrant(s) and will defend title to the Property against all claims and demands, except for

95603154

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

OR RECORDERS OFFICE BOX NO.

(CITY)

(STATE)

(ZIP CODE)

Atlanta, Georgia

30339

(NAME AND ADDRESS)

Mall this instrument to

Fleet Finance Inc, Executive Park Drive

(NAME AND ADDRESS)

Fleet Finance Inc, Executive Park Dr

Notary Public

*[Signature]*

Commission expires

Given under my hand and official seal, this 03 day of August 1995

"OFFICIAL SEAL"  
DIANE M. TROJANAR  
Notary Public, State of Illinois  
My Commission Expires 5/4/97

State of Illinois, County of Cook

I, the undersigned, a Notary Public  
in and for said County in the State aforesaid, DO HEREBY  
CERTIFY that William Bryan aka William  
J Bryan & Arlene Bryan aka Arlene J Bryan  
personally known to me to be the same person(s) whose  
name(s) is/are subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledged that  
he/she/they signed, sealed, and delivered the said instrument  
as his/her/their free and voluntary act, for the uses and  
purposes therein set forth, including the release and waiver of  
the right of homestead.

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

WILLIAM BRYAN/AKA WILLIAM BRYAN  
J BRYAN  
(Seal)

ARLENE BRYAN AKA ARLENE J BRYAN  
BORROWER  
*[Signature]*

PLEASE PRINT OR TYPE NAME(S)  
BELOW SIGNATURE(S)

Witness the hand(s) and seal(s) of the Mortgagor(s) the day and year first above written.

Mortgage.  
or is held to be unenforceable, such conflict or unenforceability shall not affect the other provisions of this  
be governed by the laws of the State of Illinois. If any provision of this Mortgage conflicts with applicable law  
not be a waiver of or preclude Lender's right or ability to enforce such right or remedy. This Mortgage shall  
16. Miscellaneous. Any waiver or forbearance of the enforcement of any right or remedy of Lender shall  
and inure to the benefit of the respective successors, assigns, heirs of each party.  
14. Successors and Assigns. All covenants, terms and conditions of this Mortgage shall be binding upon  
13. Waiver of Homestead. Mortgagor(s) waive(s) all rights of homestead exemption in the Property.  
address provided in the first paragraph of this Mortgage or any other address designated as provided herein.  
12. Notice. Except as otherwise required by law, notice shall be given by delivery or regular mail to the  
as provided by state law.  
(b) curing all other defaults under the Note and this Mortgage; and (c) taking any action which is required  
to maintain the original priority position of this Mortgage. Otherwise, Mortgagor(s) may redeem its interest

95603154

FILED

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Property of Cook County Clerk's Office