

TRUST DEED

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95155603

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 6, 19 95, between Wayne Van Boven and Pamela Van Boven

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

One Hundred Ninety Thousand (\$190,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from March 1, 1995 on the balance of principal remaining from time to time unpaid at the rate of 8 1/2 per cent per annum in instalments (including principal and interest) as follows:

One Thousand Four Hundred Sixty and 95/100 (\$1,460.95) --- Dollars or more on the 1st day of April 19 95, and One Thousand Four Hundred Sixty and 95/100 --- Dollars or more on

the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of March, 2000. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 15% per annum, and all of said principal and interest being made payable at such banking house or trust company in

Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Mr. William J. Wagner, Notary Public, 1111 S. Arlington Heights Road, Arlington Heights, Illinois 60005

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar, and paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

lots 35 and 36 in Block 5 in Feuerborn and Klodes Arlington Manor, Being a Subdivision of part of the West 1/2 of the Northwest 1/4 of Section 10, and Part of the Northeast 1/4 of Section 9, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

See Exhibit A attached hereto.

DEPT-D1 RECORDING \$25.50
T#0000 TRAN 1022 03/08/95 14:53:00
#4847 # CJ *-95-155603
COOK COUNTY RECORDER

CG81311

#08-10-104-001 & 08-10-104-002

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which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, inodor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the terms and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hands and seal of Mortgagors the day and year first above written.

Wayne Van Boven (NBV) [SEAL]
Pamela Van Boven (PVB) [SEAL]

STATE OF ILLINOIS,

County of LAKE

I, Patricia A. Jerome, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Wayne Van Boven and Pamela Van Boven

who are personally known to me to be the same person whose name 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.

Given under my hand and Notarial Seal this 6th day of March 19 95

OFFICIAL SEAL
PATRICIA A. JEROME
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/19/98

Patricia A. Jerome Notary Public

Notarial Seal Form 80 R. 11/73

Handwritten signature/initials

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS ABOVE IN SQUARE PROVIDED HEREIN

Chicago Title and Trust Company, Trustee

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1. Mortgages shall be promptly repaired, restored or rebuilt any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) Keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder of the note; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.
3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holder of the note, under insurance policies payable, in case of loss or damage, to Trustee or to holder of the note, and shall renew all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver notices not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or the holder of the note may, but need not, make any payment or perform any act heretofore required of Mortgages in any form and manner deemed expedient, and may, but need not, make any payment or perform any act heretofore required from any tax sale or foreclosure, discharge, compromise or settlement of lien or other prior lien or claim in respect to the premises, and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or holder of the note to protect the pledged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become a part of the principal of the note, and shall be paid by Mortgages with interest thereon at a rate equivalent to the post maturity rate set forth in the note immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre maturity rate set forth herein. Fraction of Trustee or holder of the note shall never be considered a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.
5. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim therefor.
6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note or in this Trust Deed to the contrary, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything herein to the contrary, be deemed due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any of the obligations of the Mortgages herein contained.
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holder of the note or Trustee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and costs which may be paid or incurred by or on behalf of Trustee or holder of the note for attorneys' fees, Trustee's fees, appraiser's fee, buyers fee, documentary and expert evidence, stampers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, lenders certificates, and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary to provide to the lender, such suit or to evidence to bid at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note, to the holder of the note, and shall be paid by Mortgages, with interest thereon as a rate equivalent to the post maturity rate set forth in the note, to the holder of the note, when due and payable, if any, otherwise the pre maturity rate set forth herein.
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the filing of a bill to foreclose, without notice, without regard to the solvency or insolvency of Mortgages at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgages, executor for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and disposition of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become a lien hereof or of such decree, provided such application is made pursuant to foreclosure sale; (b) the deficiency in case of a sale and deficiency; (c) the defense of any threatened suit or proceeding which might affect the premises of the security hereof, whether or not commenced; (d) the defense of any suit for the foreclosure of such lien, or for the recovery of the premises of the security hereof, whether or not commenced; (e) the defense of any suit for the foreclosure of such lien, or for the recovery of the premises of the security hereof, whether or not commenced; (f) the defense of any suit for the foreclosure of such lien, or for the recovery of the premises of the security hereof, whether or not commenced.
10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power herein expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee and it may require indemnities satisfactory to it before exercising any power herein given.
13. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, the person by a prior trustee hereunder or which conforms with the description herein contained of the note, and which purports to be placed in substitution therefor as the genuine note herein described any note which bears an identification number purporting to be placed in substitution therefor as the genuine note herein designated as the makers (hereof), and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be executed by the persons herein designated as the makers (hereof), and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be executed by the persons herein designated as makers thereof.
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated and stated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are granted herein to Trustee.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and their heirs, assigns, executors, administrators, legal representatives, and all persons liable for the payment of the indebtedness secured by this trust deed, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
16. Hereof relating to this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release hereof is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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EXHIBIT A TO TRUST DEED
SECURING \$190,000.00 INSTALMENT NOTE
DATED MARCH 8, 1995

1. The Instalment Note may be prepaid in whole or in part at any time and from time to time without notice, premium or penalty.

2. The undersigned agrees and understands that in the event the undersigned (1) shall convey title to, or beneficial interest in, or otherwise suffer or permit, whether voluntary or involuntary, any equitable or beneficial interest in the Property to become vested in any person or persons, firm or corporation or other entity other than the undersigned, or (2) allow any lien or security interest to attach to the Property other than the lien of the Trust Deed (excluding taxes and assessments not yet due and payable) or (3) shall enter into any articles of agreement for deed, or other installment contract for deed, title or beneficial interest or land contract in the Property or (4) shall convey, transfer or hypothecate any partnership interest of a partnership, if any, owning all or a portion of the Property or any stock of a corporation, if any, owning all or a portion of the Property, the Note Holder may declare the entire unpaid principal balance above mentioned and any unpaid advances, together with interest thereon at the rate herein provided, to be immediately due and payable, without notice.

3. The undersigned shall pay either (a) \$1,250.00 per month as an escrow account for the real estate taxes to be applied by the Note Holder for payment of such real estate taxes when due or (b) deliver to the Note Holder a \$15,000.00 certificate of deposit or letter of credit evidencing sufficient funds to pay one year's real estate taxes on the real estate.

The undersigned shall have the option on an annual basis to either (a) continue the funding of the escrow account monthly or (b) provide said certificate of deposit or letter of credit. Said annual determination shall be made during the month of January of each calendar year.

The Note Holder shall have the right to require the undersigned from time-to-time to increase the amount of the monthly escrow deposit or the certificate of deposit or letter of credit so that 110% of the prior year's real estate taxes are covered by the escrow or the funds so deposited. Any funds deposited are pledged as additional security for amounts due under the Note. Purchaser shall be entitled to all interest earned on any certificate of deposit.

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EXHIBIT A

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

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 interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. 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 specifying reasonable cause therefor related to Lender's interest in the Property.

9. 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.

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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 16 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.

12. 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.

13. 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

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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.

14. 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.

15. 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.

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 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:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, 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.

18. 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.

19. Assignment of Rents; Appointment of Receiver. 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, 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 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

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CHEMICAL BANK N. A.
C/O CHEMICAL FINANCIAL
SERVICES CORPORATION
2970 WILDERNESS PLACE, #120
BOULDER CO 80301

ILLINOIS - SECOND MORTGAGE

RIDER TO MORTGAGE

This is a Rider to the Mortgage dated MARCH 1, 1995 between
DOROTHY J. MANGUN

and CHEMICAL BANK N. A.

Borrower and Lender further covenant and agree as follows:

22. **EFFECT OF THIS RIDER**

Borrower understands that this Rider is a part of this Mortgage, and that it may change or add to any promises or agreements contained in this Mortgage or any other Rider to this Mortgage. Whenever the terms, conditions and promises contained in the printed portion of, or any other Rider to, this Mortgage differ or are in conflict with this Rider, the provisions of this Rider will control.

23. **SUMS SECURED**

The "indebtedness" and "sums" referred to in the third unnumbered paragraph of this Mortgage and referred to elsewhere in this Mortgage shall be defined as "Sums Secured" and shall further include all sums payable under any of the provisions of this Mortgage.

24. **BORROWER'S RIGHT TO MORTGAGE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

The fifth unnumbered paragraph of this Mortgage is deleted and replaced with the following:

Borrower covenants that Borrower is the lawful owner of the Property and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record and that the Mortgage constitutes a valid lien on the Property, subject only to the prior mortgage identified in Covenant 42 hereof. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

25. **FUNDS FOR TAXES AND INSURANCE**

The following subparagraph is added to Covenant 2 of this Mortgage:

Lender hereby waives the requirements of Covenant 2 of this Mortgage. Lender, however, specifically reserves to itself and to its successors and assigns the right to unilaterally cancel this waiver at any time and thereupon reinstate and enforce the said requirements of Covenant 2 of this Mortgage.

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26. **APPLICATION OF PAYMENTS**

The text of Covenant 3 of this Mortgage is deleted and replaced with the following:

Unless the law requires otherwise, Lender will apply each of Borrower's payments under the Note and under this Mortgage in the following order and for the following purposes:

- First, to amounts payable under Covenant 2
- Next, to payments made by Lender to protect its lien under this Mortgage;
- Next, to pay interest due;
- Next, to pay principal due;
- Next, to pay late charge due under the Note; and
- Last, to pay any other amount due under the Note and this Mortgage.

However, Lender has the right to change the order in which Borrower's payments are applied, if it so elects.

27. **BORROWER'S OBLIGATIONS TO DELIVER RECEIPTS TO LENDER; LENDER'S RIGHT TO MAKE PAYMENTS**

The following subparagraph is added to Covenant 4 of this Mortgage:

Borrower will deliver to Lender any receipts Borrower receives for the payment of all taxes, assessments, water rate and sewer rents within ten (10) days after Lender requests these receipts. If Borrower does not deliver these receipts after Lender's request, Lender may make these necessary payments as provided in Covenant 7 of this Mortgage.

28. **HAZARD OR PROPERTY INSURANCE**

The third and fourth unnumbered subparagraphs of Covenant 5 of this Mortgage are deleted and replaced with the following:

If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Covenant 7. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

The amount paid by the insurance company is called "proceeds." Lender may, at its option and on Borrower's behalf (i) make proof of loss to the insurance company, (ii) adjust and compromise any claims under the insurance, (iii) give releases or acquittances to the insurance company in connection with a settlement of any claim for insurance proceeds, and (iv) collect and receive the insurance proceeds. Borrower appoints Lender as its attorney-in-fact to do the things described in the last sentence, which appointment Borrower understands cannot be revoked by Borrower until the Sums Secured by this Mortgage have been fully paid. Borrower further understands that Lender's appointment as Borrower's attorney-in-fact is irrevocable and coupled with an interest, with full power of substitution, and shall not be affected by Borrower's subsequent disability or incompetence. Lender, at its option may use the proceeds to reduce the Sums Secured by this Mortgage (whether or not repairs have been made by Borrower), or Lender may release the proceeds (or any part of the proceeds) to Borrower to pay for the repair or restoration of the damaged property. Each insurance company concerned is hereby authorized and directed to pay such proceeds directly to Lender instead of jointly to Borrower and Lender.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Covenant 1 or change the amount of the payments. If under Covenant 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the Sums Secured by this Mortgage immediately prior to the acquisition.

Borrower will not allow any condition to exist on the Property which would, in any way, invalidate the insurance on the Property.

29. **PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY**

The text of Covenant 7 of this Mortgage is deleted and replaced with the following:

If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Covenant 7, Lender does not have to do so.

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Any amounts disbursed by Lender under this Covenant 7 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

30. **CONDEMNATION**

The following subparagraph is added to Covenant 9 of this Mortgage:

The right to such proceeds and the use of such proceeds shall be governed by, and applied in accordance with, the provisions of Covenant 28 of this Rider as if such proceeds were hazard or property insurance proceeds.

31. **NO CONFORMED COPY**

Covenant 14 of this Mortgage is deleted.

32. **DUE ON FURTHER ENCUMBRANCE**

The text of Covenant 16 of this Mortgage is deleted and replaced with the following:

If Borrower sells, transfers or further encumbers all or any part of the Property or an interest therein, or allows an interest therein to be obtained by a third party, without Lender's prior written consent, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable.

33. **LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS**

The text of Covenant 17 of this Mortgage is deleted and replaced with the following.

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, or any simultaneous or subsequent agreement between Borrower and Lender relating to this transaction, Lender, at Lender's option, may declare all of the Sums Secured by this Mortgage to be immediately due and payable without notice or demand ("Immediate Payment In Full").

If Lender requires Immediate Payment In Full, Lender may invoke the remedies permitted by applicable law, such as bringing a lawsuit to take away all of Borrower's remaining rights in the Property and to have the Property sold. At the sale, Lender or another person may acquire the Property. This is known as 'foreclosure and sale.' In pursuing the remedies provided in this Covenant 17, including a lawsuit for foreclosure and sale, Lender will have the right to collect all costs allowed by law, including, but not limited to, reasonable attorneys' fees, court costs, and cost of documentary evidence, abstracts and title reports.

If there is a foreclosure and sale, Borrower agrees that the property may be sold in one or more parcels.

34. **DISCONTINUANCE OF ENFORCEMENT**

The opening phrase of the text of Covenant 18 of this Mortgage (from "notwithstanding" to "if:") is deleted and replaced with the following:

Notwithstanding Lender's acceleration of the Sums Secured by this Mortgage due to Borrower's breach, Lender, at its sole option, may discontinue any proceedings begun by Lender to enforce this Mortgage, at any time prior to entry of a judgment enforcing this Mortgage if:

35. **ASSIGNMENT OF RENTS**

The text of Covenant 19 of this Mortgage is deleted and replaced with the following:

As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to default hereunder have the right to collect and retain such rents as they become due and payable.

Upon default hereunder, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and/or 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 attorneys' 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. Borrower gives Lender the right to have a receiver appointed, whether or not the value of the Property is worth more than the amount Borrower owes on this Mortgage.

36. **RELEASE**

The text of Covenant 20 of this Mortgage is deleted and replaced with the following:

Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any.

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37. **LEGISLATION AFFECTING LENDER'S RIGHTS**

If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its terms, Lender, at its option, may require Immediate Payment In Full of all Sums Secured by this Mortgage and may invoke any remedies permitted by Covenant 17.

38. **DEFENSE OF LENDER'S RIGHTS**

If Lender has to defend its rights under the Note and this Mortgage (including foreclosure and sale), then any money Lender has to pay to defend its rights shall be added to the amount Borrower owes Lender. Borrower understands that Lender may ask an attorney to foreclose this Mortgage, to collect money Borrower owes under the Note and this Mortgage, or to enforce any of the premises Borrower has made, and that his fees and costs are included in the money plus interest Borrower will have to pay under the terms of this Covenant. Borrower shall pay this money promptly, at Lender's request.

39. **ADDITIONAL CHARGES**

Borrower agrees to pay all reasonable charges in connection with the servicing of this loan including, but not limited to, obtaining tax searches and bills in processing insurance loss payments, ownership transfers, releases, easements, consents, extensions, modifications, special agreements, assignments, reduction certificates and satisfaction of mortgage.

40. **SALE OF NOTE; CHANGE OF LOAN SERVICER**

The Note or a partial interest in the Note (together with this Mortgage) may be sold one or more times without notice to Borrower. If there is a change of the Loan Servicer, Borrower will be given written notice of the change. If this Mortgage is assigned by the Lender, all or any portion of this Rider may, at the option of the Lender or the assignee, be deemed null and void.

41. **HAZARDOUS SUBSTANCES**

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. As used in this Covenant 4) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that related to health, safety or environmental protection.

42. **DESCRIPTION OF PRIOR MORTGAGE; NO FUTURE ADVANCES**

The mortgaged property is subject to an existing Mortgage, dated _____, from the Borrower as mortgagor, to NONE as mortgagee (the "Existing Mortgage"), recorded in Plat Book _____, at Page _____ of the Public Records of _____ County, Illinois (the "First Mortgage"), which First Mortgage secures a promissory note in the original principal amount of \$ _____. This mortgage is subject to the First Mortgage to the extent that the First Mortgage constitutes a valid and prior lien on the mortgaged property as of the date hereof. The Borrower agrees that it will not request or accept any future advances or loans from the Existing Mortgagee, its successors or assigns which would be secured by the lien of the First Mortgage and the request for or acceptance of any such future advances or loans shall constitute an event of default under this mortgage.

43. **NO WAIVER; CONFORMITY TO LAW**

No waiver by Lender of any covenant in this Mortgage or in the Note secured hereby shall at any time hereafter be held to be a waiver of any of the other terms hereof or of the Note secured hereby, or future waiver of the same covenant.

It is agreed that nothing herein contained nor any transaction related thereto shall be construed or so operate as to require the Mortgagor to pay interest at a rate greater than it is now lawful in such case to contract for, or to make any payment or to do any act contrary to law; that should any provision of this deed be found to violate the laws or court decisions of the State of Illinois or the United States, such provision shall be deemed to be amended to comply with and conform to such laws and decisions.

Handwritten signature

REVISION

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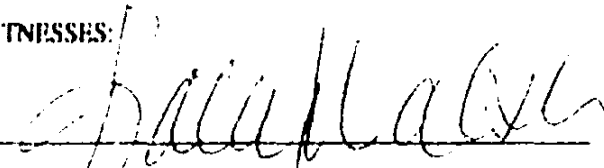
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44. CHANGING THIS MORTGAGE

Except as provided in Covenant 40 above, this Mortgage may be changed only if Lender and Borrower both give their written consent.

This Rider is a part of the attached Mortgage and, by signing below, Borrower agrees to all of the above.

WITNESSES:


 _____ (Seal)
 DOROTHY J MANGUN -Borrower
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Sign Original Only)

STATE OF ILLINOIS,

County ss: COOK

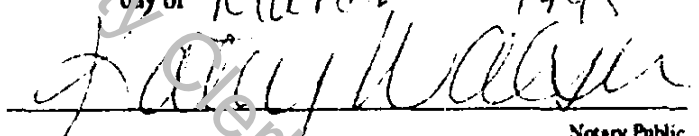
I, The undersigned, a Notary Public in and for said county and state,
 do hereby certify that Dorothy J. Mangun
 personally known to me to be the same person(s) whose name(s)
 subscribed to the foregoing instrument, appeared before me this 15th day in person, and acknowledged that she
 signed and delivered the said instrument as her free and
 voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

15th day of March 1995

My Commission expires:

4/17/98



 Notary Public

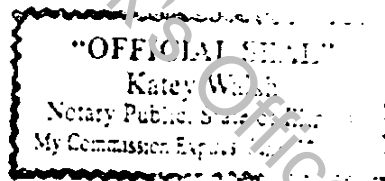
This instrument was prepared by

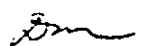
CHEMICAL BANK N. A.

_____ (Name)
 2970 WILDERNESS PLACE, #120
 BOULDER CO 80301

(Address)

(Space Below This Line Reserved For Lender and Recorder)





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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

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 superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

DOROTHY J MANGUN

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Sign Original Only)

Property of Cook County Office

STATE OF ILLINOIS,

County ss: *Cook*

The undersigned
a Notary Public in and for said county and state do hereby certify that

Dorothy J. Mangun

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *she* signed and delivered the said instrument as *not* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *1st* day of *November*.

My Commission Expires: *4/27/95*

Katey Walsh
Notary Public

This instrument was prepared by:

CHEMICAL BANK N. A.
2970 WILDERNESS PLACE, #120
BOULDER CO 80301



1510012

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