# 96436879

### **UNOFFICIAL COPY**

# PROPERTY

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MAIL TO:

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Garr & De Maertelaere, Ltd.

50 Turner Avenue

Elh Grove Viliage, IL 60007

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DEPT-01 RECORDING

\$27.50

T#0011 TRAN 1894 06/07/96 14:28:00

#4803 + RV \*-96-436879

COOK COUNTY RECORDER

21.50

#### RECORDER'S STAMP

POWER OF ATTORNEY made this 15 day of May , 1996.

1. I (we), Leticia Hampton, unmarried, hereby appoint LEE D. GARR OR RAY J. DE MAERTELAERE of the Law Firm of GARR & DE MAERTELAERE, LTD., PHH REAL ESTATE SERVICES CORPOPATION'S AUTHORIZED REPRESENTATIVE, OR a duly authorized OFFICER OF PHH REAL ESTATE SERVICES CORPORATION, as our attorney-in-fact (our "Agent") to act for us and in our name (in any way we could act in person) with respect to transactions relating to Real Property community known as 16645 Cottage Grove, South Holland, Illinois, (the "Property") and legally described as:

### LSEE EXHIBIT "A", STACHED HERETOI

- 2. I (we) grant our agent the following specific powers with respect to the Property:

  ATTORNEYS'TITLE GUARANTY PUND, INC.
- (a) to make, execute and deliver any deed, fortgage or lease, whether with or without covenants or warranties, relating to the Property, to insert the name or names of the grantees who will purchase the property and to make any and all necessary changes or additions to any such deed, mortgage or lease;
  - (b) to execute a listing and/or sale agreement for the Property;
- (c) to enter upon and take possession of the premises, including, but not limited to, any buildings or other structures located on the Property;
- (d) to obtain insurance of any kind, nature or description whatsoever on any of the Property and/or in connection with the management, use or occupation thereof and/or on any personal property belonging to me (us) on such Property and/or relating to the rents, issues and profits wrising therefrom, and to make, execute and file claims and/or proof(s) of all loss(es) sustained or claimable thereunder, and all other related instruments, and to make, execute and deliver receipts, releases or other discharges therefor, under seal or otherwise;
- (e) to demand, sue for, collect, recover and receive all goods, claims, debts, monies, interests and demands whatsdever now due, or that may neventter be due or belong to me (us) (including the right to institute any

Property of Cook County Clerk's Office

', action, suit or legal proceeding at law or in equity for the recovery of any such Property or any portion thereof which I (we) may be entitled to possess), and to make, execute and deliver receipts, releases or other discharges therefor, under seal or otherwise;

- (f) to defend, settle, adjust, submit to arbitration and compromise 4 all actions, suits, accounts, claims and demands whatsoever with respect to the Property which now are, or hereafter may be, pending between me (us) and any person, firm, association, corporation or other entity in such manner any person, firm, association, corporation or other entity in such manner and in all respects as my (our) attorney shall think fit:
  - to hire accountants, attorneys at law, clerks, inspectors, appraisers, brokers, workman and others, and to remove them, and to pay and allow to the persons so employed such salaries, wages or other remuneration as my (our) attorney shall think fit with respect to the Property;
  - (h) to constitute and appoint one or more attorneys for me (us) with full power of resocation; and
  - (i) without in any way limiting the foregoing, generally to do all other things reasonably necessary to maintain the Property and ultimately to convey it, or to lease said Property if necessary or do any other necessary act relating to the Property.
  - I (we) specifically authorize our agent to direct the title insurance company, if any, involved in any sale transaction relating to the Property to pay proceeds to the Law Firm of GARR & DE MAERTELAERE, LTD., and, moreover, I (we) specifically assign and set over unto PHH Real Estate Services Corporation all of my/our right, title and interest in and to any mortgage escrow/impound fund account with any lender with which we may have or had a mortgage, any mortgage payment, sade by PHH Real Estate Services Corporation on my/our behalf, and any future refund or adjustment payments. By reason of the foregoing, PHH Real Estate Services Corporation is the real party in interest as seller of the Property for all purposes, including, but not limited to any federal, state or local tak and information reporting requirements.

I (we) do hereby ratify and confirm all acts what seever that my (our) attorney shall do or cause to be done relating to the Property by virtue of this Power of Attorney. To induce any third party to act hereunder, I (we) hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I (we), for myself (ourselves) and for my (our) heirs, executors, legal representatives and assigns, hereby, agree to indemnify and hold harmless any such third party from and agains any and all claims that may arise against such third party by reason of such third party having relied upon the provisions of this Power of Attorney.

- My (our) Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom our Agent may select, but such 🖰 delegation may be amended or revoked by any Agent (including any successor) hamed by us who is acting under this Power of Attorney at the time of reference.
  - (x) This Power of Attorney shall become effective

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### Jupon my (our) signing to Fame CAL COPY

6. I (we) are fully informed as to all the contents of this form and funderstand the full import of this grant of powers to our Agent.

Signed: <u>Netwia Hampton</u>
Leticia Hampton

Signed:\_\_\_\_\_

County Clark's Office

(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED.)

State of Odlahoma

> SS

County of Rogers

The undersigned, a Notary Public in and for the above County and State, certifies that Leticia Hampton, unmarried, known to me to be the same person(s) whise name(s) is/are subscribed as Principal(s) to the foregoing Power Of Attorney, appeared before me in person and acknowledged signing and delivering the instrument as the free and voluntary act of the Principal(s), for the uses and purposes therein set forth.

Dated: Ma

May 15 , 1996.

Denna J. LaVelley

My commission expires:

2/28/98

This document was prepared ty:

GARR & DE MAERTELAERE, LTD. Attorneys at Law 50 Turner Avenue Elk Grove Village, Illinois 60007

(708) 593-8777

#### EXHIBIT A

Lot 20 in Chapman's 3rd Addition to Tulip Terrace, being a Subdivision of part of Lot Three (3) in K. Dalenberg's Subdivision in the North part of the Southwest Quarter (1/4) and of the West Half (1/2) of the Southeast Quarter (1/4) of Section 23, Township 36 North, Range 14, East of the Third Principal Meridian, according to Plat of said Chapman's 3rd Addition to Tulip Terrace registered in the Office of the Registrar of Titles of Cook County, Illinios, on April 1, 1959, as Document Number 1852388.

Permanent Index Number:

29-23-302-007

Common Address:

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16645 Cottage Grove, South Holland, Illinois

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Breach of Other Agreement. Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Right to Cure. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtadness. Lender shall have the right at its option without notice to Borrower to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Renta. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably design ates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or hale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the appricent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's Interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mongage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage. default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' tees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this

(Confinued)

paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' tees for bankruptcy proceedings (including efforts to modify or vacate any automatic etay or injunction), appeals and any conceedings (including efforts to modify or vacate any automatic etay or injunction), appeals and any services, the cost of searching records, obtaining title reports (including any surveyors' reports, the cost of searching records, obtaining title reports (including any sand title insurance, to the extent permitted by any sources and any sand title insurance, to the extent permitted by any count costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of default and any notice of sale to Grantor, shall be in writing, may be be sent by telefaceimilie, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight counter, or, if mailed, shall be deemed affective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown nest the beginning of this Mortgage. Any party may change its address for notices under this Mortgage shall be sent to Lender to the other parties, apecitying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any line motice is to change the party's address. All copies of notices of foreclosure from the holder of any line motice is to change the party's address. All copies of notices of foreclosure from the holder of any line motice is to change the party's address. All copies of notices of deantor's current address. Any garty may change its motice is to change the party's address. All copies of notices of deantor's current address. Any garty may change its beginning of this Mortgage shall be sent to Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendmont. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall by effective unless given in writing and signed by the party or parties sought to be charged or bound by the charges are amendment.

Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of

Caption Headings. Caption incavings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of he interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written

consent of Lender.

Multiple Parties. All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Borrower. This means that each of the oersons signing below is responsible for all obligations in and every Borrower.

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remain valid and enforceable Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstances. If feasible, any such offending provision shall be unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified, it shall be stricken and all other provision to validity; however, if the offending provision deemed to be modified, it shall be stricken and all other provision so this Mortgage in all other respects shall cannot be a modified, it shall be stricken and all other provision so this Mortgage in all other respects shall cannot be approximately.

Successors and Assigns. Subject to the limitations stated in the certies, their successors and assigns. It is Mortgage shall be binding upon and inute to the benefit of the certies, their successors and assigns. It ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of torbestance or extension without releasing Grantor from the obligations of this Mortgage or liability under the landstances.

indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all fights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under thir Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the party of a provision of this Mortgage shall operate as a waiver of such right or any other right. A waiver by demand strict compliance with that provision or any other provision. We prior waiver by Lender, not any to demand strict compliance with that provision or any other provision. We prior waiver by Lender, not any to demand strict compliance with that provision or any other provision. Whenever consent by Lender is or any of Canada and Lender is any of Lender in any instance shall not constitute transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender is required.

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√05**–**31–1996

## UNOFFICIAL COPY MORTGAGE (Continued)

Page 9

ŧ,	(Communical)
	GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.  GRANTOR:
•	home of transpection
	DAN BOCKROHA
_	
	INDIVIDUAL ACKNOWLEDGMENT
	STATE OF Illinair
	STATE OF June )  388
	COUNTY OF Cook
	On this day before me, the undersigned Motary Public, personally appeared <b>JOAN ROCKROHR</b> , to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the
	Mortgage as his or her free and voluntary ict and deed, for the uses and purposes therein mentioned.
	Given under my hand and official seal this Quist day of may, 19 96.
	By Robert Jensen Residing at Look County
	Notary Public in and for the State of Selmans.
	"OFFICIAL SEAL"
	My commission expires 4-22-97  Robert Jensen  Notery Public, State of Illinois
	iny Commission Expires April 22, 1997
7	ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.21 (c) 1996 CFI ProServices, r.c. All rights reserved.
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