DEPT-01 RECORDING

\$27,50

. T#0008 TRAN 2898 08/08/96 15:39:00

#9387 # BJ *-96-608403

COOK COUNTY RECURDER

96608403

SEAL ESTATE MORTGAGE

PREPARED BY: (PRINT BIGHER'S NAME BELOW BIGHATURE)
Old Republic IFA COTP:

4902 W. Irving Park Rd

Chicago, IL 60641

This Mortgage is made and dated July 29,

, 19 96

Parties

Between Barcara J. Westerfield

with an address

of 1452 N. Waller Chicago IL 60651

(the "Borrower")

and OLD REPUBLIC INSURED FINANCIAL ACCEPTANCE CORPORATION with an address of 4902 WEST IRVING PARK ROAD, CHICAGO, ILLINOIS 60641 (the "Lender")

Borrower promises and agrees se to lows:

Definitions

1. In this Mortgage, the term Borrower's shall mean all borrowers under this Mortgage. The term "Lender" shall mean the Lender named above, all lenders under this Mortgage and any other holder or taker of this Mortgage and the Promissor, Note described below by transfer. The terms "Lender" and "Borrower" shall also include the heirs, executors, administrators, successors and assigns of each of them.

Transfer of Note and Mortgage Underlying debt, future advances

- 2. Lender may transfer this Mortgage and the Promissory Note without notice to Borrower.

Terms of Note Incorporated Transfer of rights building and improvements streets

- 4. The terms of the Note are incorporated in and made part of this Mortgage.
- 5. The Property mortgaged (the "Property") is

1452 N. Waller Chicago, IL 60651

- (a) All land described on Schedule "A" annexed hereto and made part hereof.
- (b) Together with the buildings and improvements on the Property.
- (c) Together with all the Borrower's right, title and interest in the streets next to the property to their center lines.
- (d) Together with all condemnation awards for any taking by a government or agency of the whole or part of the real Property or any easement in connection with the Property. This includes awards for changes of grades of streets.

awards

- 6. Borrower shall repay the Loan in accordance with the terms of the Note.
- 7. Borrower will keep the buildings on the Property insured against loss by fire and other risks included in the standard form of extended coverage insurance. The amount of insurance coverage shall be approved by Lender but shall not exceed the full replacement value of the buildings and improvements. Borrower shall pay premiums for all insurance policies when due. Borrower shall

EC3403

Payment Insurance

27,50

3. 建蜡油的

Property of Cook County Clerk's Office

INOFFICIAL CC

assign and deliver all insurance policies to Lender. The insurance policies shall contain the standard Illinois mortgage clause in the name of Lender as mortgages. Upon Borrower's failure to keep the buildings incured, Lender may obtain the insurance. Borrower shall, within thirty (30) days after notice and demand, insure the Property against any other risk reasonably required by Lender, including war risk.

Cor Alteration

Maintenance, No sale 8. Borrower shall keep the Property in good repair. Borrower shall not, without the prior written consent of Lender, materially after, demolish or remove the buildings and improvements on the Property, or sell all or any part of the Property. Borrower shall not abandon the Property. Lender may inspect the Property on reasonable notice to Borrower. Borrower shall make such repairs as Lender may reasonably require.

Taxes, etc.

9. Borrower shall pay all taxes, assessments, sewer rents and water rates and all other charges against the Property when they are due. Borrower shall produce receipts for these payments within ten (10) days after Lender's demand for them. Borrower shall neither claim nor be entitled to any credit against the principal and interest due under the Note on account of Borrower's payment of these charges.

Statement of Amount due, etc.

 Within five (5) days after request in person or within ten (10) days after request by mail. Borrower shall give to Lender a signed statement as to (i) the amount due under this Mortgage and (iii) arry offsets or defense against the Note or this Mortgage.

Warranty of Title

11. Except for the first mortgage described in Paragraph 12 hereof, Borrower warrants the title to the Property and Borrower shall defend that title against all adverse claims. Borrower shall be responsible for any costs or losses of Lender if an interest in the Property is claimed by others.

Prior Mortgage

12. This Mortgage is subject and subordinate to a first mortgage on the Property held by with an unpaid balance not in excess of Chase Mtg. Eighty Two Thorand Nine Dollars (\$ 82,900.00

Default and acceleration of Note

13. Lender may declare the anire unpaid balance of the Note and accrued interest on the Note to be immediately due and payable upon any default by Borrower.

The happening of any of the folk wing shall constitute a default by Borrower:

- (a) If Borrower falls to make any payment required by the Note and/or this Mortgage within ten (10) days of the date it is due;
- (b) If Borrower fails to keep any other promise or agreement in this Mortgage within the time set torth, or if no time is set forth, within a reasonable time after notice is given that Borrower is in delault:

(c) If Borrower sells, conveys or otherwise transfers this to all or part of the Property;

(d) If on application of Lender, two or more insurance companies licensed to do business in Illinois refuse to issue policies insuring the buildings and improvements on the Property;

(e) If Borrower fails to make any payment required by any proprimortgage;

- (f) If Borrower fails to keep any other promise or agreement in any prior mortgage;
- (g) If bankruptcy or insolvency proceedings are filed by or against Borrower.

Sale

14. Upon Borrower's default under this Mortgage and the sale of the Property in foreclosure, the Property may be sold in one or more parcels.

Receiver

15. Upon Lender's suit to foreclose the Mortgage, Lender shall have the minute have a receiver appointed to take control of the Property.

Payment of rent and eviction after default

16. Upon Borrower's default under this Mortgage, Borrower shall pay monthly in advance to Lender, or to a receiver who may be appointed to take control of the Property, the fair rental for the use and occupancy of that part of the Property that is in the possession of Borrower. Upon Borrower's failure to pay rent when due, Borrower shall vacate and surrender the Property to Lender or to the receiver. Borrower may be evicted by summary proceedings or other court proceedings.

Attorney's Fees

17. If the Note is referred to an attorney for collection, Borrower agrees to pay reasonable attorney fees incurred in the enforcement or collection of the Note.

Lender's right to make payment

Lender may, but shall not be required to, pay any of the following expenses of the Property when due if Borrower does not: real estate taxes, assessments, sewer rents, water charges, premiums for risk insurance, repairs and maintenance, payments due under any prior mortgage, and payments of any other charges or claims against the Property if necessary to protect Lender's rights under this Mortgage. Such payments shall be added to the principal and shall be secured by this Mortgage. Borrower shall reimburse Lender for such payments, with interest, upon Lender's written demand. interest shall be charged from the time of payment by Lender at the rate set forth in the Note.

ORIFAC-IL-SECONDARY MTGE 5/95 DR

Property of Cook County Clark's Office

no waiver Hotices q Thanges must be

writing

Soverning law

Lender's rights,

ñ

19. Lender's delay or failure to exercise any right or remedy granted to Lender in this Mortgage or by applicable law shall not be a waiver of or prevent the later exercise by Lender of any such right or remedy. Lender may exercise any one or more rights or remedies available to Lender at any time.

- 20. Notices, demands or requests shall be in writing and shall be personally delivered or mailed certified mail to Borrower or mailed by certified mail to Lender at the address set forth in this Mortgage or such other address as may be designated in writing.
- 21. This Mortgage may not be changed or terminated except by an agreement in writing signed by both Lender and Borrower.
- 22. This Mortgage shall be governed by the laws of the State of Illinois and any applicable federal law. In the event of a conflict between any provision of the Mortgage and any federal or Illinois statute, law or regulation in effect as of the date of this Mortgage, the statute, law or regulation shall control to the extent of such conflict and the conflicting provision contained in this Mortgage shall be without effect. All other provisions of this Mortgage shall remain fully effective and enforceable.

IN WITNESS WHERE	OF, Borrower has signed this Mo	doage this 79th de	عا 1994, إلى 1994
at Withest Wile.	O.	·	•
	70	Borrower has rece without charge.	lived a true copy of this Mortgage
	WITNESS		BOHHOWER
		(a ha	Destinatio.
<u> </u>	(Signature)		(Signature)
		Barbara J. Westerfield	
(1)	yped or Printed)	(1	yped or Printed)
	(Signature)		(Signature)
(Typed or Printed)		(Typed or Printed)	
STATE OF ILLINOIS)	0,	
COUNTY OF	(ss:	4h-	
COUNTY OF	On this	20th day of	July, 1946, before me personally known to me to be the individual(s)
came Dan	shaka westerheld	bns nyonk em or	known to me to be the individual(s)
described in and who e	Necuted the foregoing instrument	and acknowledged to the that i	
	Jennie R. Seydlitz	Comme	OTARY PUBLIC)
	Notary Public, State of Illinois My Commission Expires 1/26/97		
		MORTGAGE	
FROM	#:	TO	A STATE OF THE STA
Dated:		n, adaptaran (magasaya va valastan ma Maraka) di di Milipi kapanan Alpakilandi Mbardandi	(3)
State of Illin	nois	k je nakovim sjou z umako ili foskijo o o silitikovitijo tita manok ko nitotraji o alikulitičinih sjiliti o	and his residence on a realization of the property would see more application of the first of the see of the s
County of			, Recorded on the , 19 , at
o'clock	y of M.		, 13 , 41
in Book	Transcription (1) of all the execution is a second policy transcription divides a view of model of the field of	uk anganang kit punan palam si disupaké ki kit di kapap dia kambangan, kindahi disu, salah diki di kabi, kit me	of Mortgages at page
Block			
Lot			
County	A CONTRACTOR OF THE PROPERTY O	IMPREMIALINAL LONDREALIN	NE CONDONATIVAL
Record and	Return to: OLD REPUBLIC INSU 4902 WEST IRVING	JARD FINANCIAL ACCEPTANC PARK ROAD, CHICAGO, ILLING	
	nty Recording Officer of	County:	
-	age is fully paid. I authorize you to		(Canil
Dated	,19 An eighne Ladl le crutennie ad l		Lender (Seal)

I certify that the signature of the Lender is genuine.

Property of Cook County Clerk's Office

Legal Description

The North 31 feet of the South 93 feet of Lot 96 in Todd's Subdivision of the South half of the North half of the East half of the Northeast quarter of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

15-05-213-020 P.I.N.

2 N. A. Cook County Clerk's Office ADDRESS: 132 N. Waller Chicago, II, 60651

Property of Coot County Clert's Office