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DEPT-01 RECORDING
TR-010 TRAM 6414 10/24/96 12
67430 C.J. * - 96-81
COOK COUNTY RECORDER

879

MORTGAGE

THIS INSTRUMENT IS BEING PLACED
OF RECORD BY INTERCOUNTY TITLE
AS AN ACCOMMODATION ONLY
EXAMINATION AS TO ITS VALIDITY
HAS BEEN MADE.

checked, this mortgage secures future advances.
_____ , 1996 , between the

made this 22ND day of OCTOBER
TRACY L REIF, HIS WIFE
and Mortgagee HARRIS TRUST AND SAVINGS BANK
100 N GANNON DR, HOFFMAN EST, IL 60194

paragraph preceded by a checked box is applicable.
WHEREAS, the Borrower is indebted to Lender (or, if Borrower is a land trust, the beneficiary of the trust) in the principal sum of \$ _____, evidenced by a promissory note (herein "Note"), providing for monthly installments of principal and interest, including any adjustments or renewals thereof (including those pursuant to the terms of the note), and any extensions or renewals thereof, with the balance of the indebtedness payable on _____, and providing for monthly installments of principal and interest, including any adjustments or renewals thereof, with the balance of the indebtedness payable on _____; and WHEREAS, the Borrower is indebted to Lender (or, if Borrower is a land trust, the beneficiary of the trust) in the principal sum of \$ 10,000.00, evidenced by a promissory note (herein "Note"), providing for monthly installments of principal and interest, including any adjustments or renewals thereof (including those pursuant to the terms of the note), and any extensions or renewals thereof, with the balance of the indebtedness payable on OCTOBER 22, 1996, and providing for monthly installments of principal and interest, including any adjustments or renewals thereof, with the balance of the indebtedness payable on _____; and WHEREAS, the Borrower is indebted to Lender (or, if Borrower is a land trust, the beneficiary of the trust) in the principal sum of \$ 10,000.00, evidenced by a promissory note (herein "Note"), providing for monthly installments of principal and interest, including any adjustments or renewals thereof (including those pursuant to the terms of the note), and any extensions or renewals thereof, with the balance of the indebtedness payable on _____, and providing for monthly installments of principal and interest, including any adjustments or renewals thereof, with the balance of the indebtedness payable on _____;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the promissory notes described above and (2) the indebtedness evidenced by the promissory notes described above and (3) the indebtedness evidenced by the promissory notes described above and (4) the performance of covenants and agreements of Borrower herein contained and convey to Lender and Lender's successors and assigns the following described property:
the address of 1805 JAMESTOWN CR.
COOK (Street)
(herein "Property Address");
05-0000



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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.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract 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 take 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 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.



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16. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of the Borrower, (f) a transfer where the spouse or children become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) A transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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 cost 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, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 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 under state or Federal law.



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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

[Signature]
- Borrower

[Signature]
- Borrower

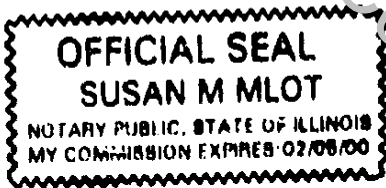
STATE OF ILLINOIS, COOK County ss:

I, SUSAN M MLOT, a Notary Public in and for said county and state, do hereby certify that
MICHAEL L. REIF AND TRACY L. REIF
 personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument,
 appeared before me this day in person, and acknowledged that 1 he 1 signed and delivered the said instrument as
THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of OCTOBER, 1996

My Commission expires:

Susan M. Mlot
Notary Public

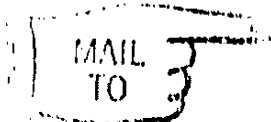


This instrument was prepared by:

HARRIS BANK
(Name)

1400 N. GRANON DR. HOFF. ESTS.
(Address) LL 60194

(Space below This Line Reserved For Lender and Recorder)



Return to:
 Harris Trust and Savings Bank
 c/o HFC Record Processing
 577 Lamont Road
 Elmhurst, IL 60126

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Lot 3191, as delineated on a survey of the following property:

Lots 1 to 15, both inclusive, Lots 17 and 18, Lots 20 through 24, both inclusive, and outlet 1, all in Barrington Square Unit 3, being a subdivision of parts of the Northeast 1/4 of Section 7 and the West 1/2 of Section 8, Township 41 North, Range 10 East of the Third Principal Meridian according to the plat thereof recorded November 16, 1971 as Document Number 21 713 495, which survey is attached as Exhibit "A" to that certain declaration establishing a plan of condominium ownership made by K. B. Barrington Homes, Incorporated, as grantor and recorded in the office of the Recorder of Deeds of Cook County, Illinois, on November 26, 1971 as Document 21 725 050; and as amended together with a percentage of the common elements appurtenant to said unit as set forth in said declaration, in Cook County, Illinois.

INDEX # 07-08-102-023-1073 187

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