

# UNOFFICIAL COPY

96094936

- ✓ DEPT-01 RECORDING \$29.50  
✓ T40014 TRAN 1881 02/05/96 09:08:00  
✓ #1015 + RC \*-96-094936  
✓ COOK COUNTY RECORDER

APPL # S1219016

Prepared by: **Mortgagelng**

**1701 GOLF Road 60008**  
**Belling Meadow Ill**  
**Skyline**

## MORTGAGE

THIS MORTGAGE is made on 11TH day of JANUARY

1996, between the Mortgagor,

JEFFREY L SUESS, DIVORCED NOT SINCE REMARRIED

Lb 48097  
S/4 48097

(herein "Borrower"), and the Mortgagee,

CROWN BANK, A FEDERAL SAVINGS BANK  
existing under the laws of THE UNITED STATES OF AMERICA  
105 LIVE OAKS GARDENS, CASSELBERY, FL 32707

, a corporation organized and  
whose address is

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 46,700.00, which indebtedness is evidenced by Borrower's note dated JANUARY 11, 1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on JANUARY 17, 2011;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK

, State of Illinois:

LOT 16 PLAT SUBDIVISION NO. 2 OF A PORTION OF WINSTON GROVE SECTION 23B, BEING A SUBDIVISION OF PART OF SECTION 26, TOWNSHIP 41 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 20, 1987 AS DOCUMENT NUMBER 27262581, IN COOK COUNTY ILLINOIS.

INTERCOUNTY TITLE

which has the address of 426 NEW YORK LANE  
(Street)

ELK GROVE VILLAGE

(City)

Illinois 60007 [Zip Code] (herein "Property Address");

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3814

76(D) 3/99  
Page 1 of 2  
VMP MORTGAGE FORMS - 000001-721



# UNOFFICIAL COPY

Forts 38

卷之三

tree (TD) ~

The instrument of a charter providing the instruments shall be chosen by Borrower subject to approval by Lender; provided, that such such amounts and for such periods as Lender may require.

5. Hazard Insurance. Borrower shall keep up improvements now existing or hereafter erected on the Property insured against losses by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in

Paragraph 2 hereof, taken to increase payable on the Note, and due to the principal of the Note.

application as a credit against the sum accrued by this Mortgage.

3. Application of Premiums. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under

any amount necessary to make up the deficiency in one or more payments as described may require.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the date each deficit to the Funds was made, "The Funds are pledged," additional security for the sums secured by this mortgage.

If Borrower pays Funds to Lender, the Funds shall be held in an escrow account the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution), Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, multiplying said account or verifying said accounting and assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law permits Lender to do so, Lender shall not be required to pay Borrower any interest on the Funds and such interest is to be paid, Lender shall not be liable to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of all funds showing credits and debits to the Funds and the purpose for which

2. Funds for Taxes and Leasurancie. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day immediately preceding payment of principal and interest under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to one-twelfth of the yearly rates and assessments (including condominium and planned unit developments, if any) which we, alone, probably over this Mortgage and ground rents on the Property, if any, plus one-twelfth of assessments, if any) which we, alone, probably over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premiums, if any), plus one-twelfth of yearly premiums for hazard insurance, plus one-twelfth of yearly premiums for insurance in any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates such that Borrower makes such payment to the holder of trust if such holder is an institutional lender.

<sup>1</sup> Agreement of Principles and Interests. However, shall property be given due recognition and interest in accordance

UNIFORM COVENANTS, BOUNDARY AND LENDER COVERAGE AND AGREE AS FOLLOWS:

**TOGETHER** with all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and items all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

# UNOFFICIAL COPY

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, (b) mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (c) 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

# UNOFFICIAL COPY

Form 38A

Page 4 of 5

76(II) (xxx)

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

Borrower, Borrower shall pay all costs of recordation, if any.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to

23. Release. The receiver shall be liable to account only for those rents actually received.

due to the sums secured by this Mortgage, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and collection of rents, including, but not limited to, payment of the costs of management of the Property and those past due. All rents collected by the receiver shall be applied first to collect the rents of the Property including

applicable by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including

the rents of the Property, prior to acceleration under paragraph 17 hereof or abandonment of the Property.

Upon acceleration under paragraph 17 hereof to collect and retain such rents as they become due and payable.

the rents of the Property, provided that Borrower shall have the right to accelerate at any time upon notice to Lender

14. Assignment of Rents; Appointee of Receiver. At additional security heretofore, Borrower may assign to Lender

Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

Lender may reasonably require to assume that the less of this Mortgage, but not limited to, reasonable attorney's fees, and (d) Borrower's expenses as

provided in paragraph 17 hereof, including, but not limited to, reasonable attorney's fees, and (e) Lender's expenses as

incurring the costs of Borrower's reasonable attorney's fees, and (f) reasonable attorney's fees, incurred by Lender

in connection with the conveyance and arrangements of Borrower's pay, and reasonable expenses of any other

conveyance of agreements of Borrower contained in this Mortgage; (g) Borrower pays Lender all sums which would

be less than the note under this Mortgage and the Note had no acceleration accrued; (h) Borrower pays Lender to enforce this Mortgage at any time prior to entry of a judgment enjoining this Mortgage; (i) Lender to enforce this Mortgage

Borrower's breach, Borrower shall have the right to have any proceeding begun by Lender to enforce this Mortgage due to

15. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or

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 to acceleration shall be made 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; and (4) that failure to cure such breach on or before the date is mailed to

Borrower, by which such breach must be cured; and (5) that failure to cure such breach on or before the date specified in

the notice result in acceleration of the note secured by this Mortgage, unless otherwise specified, and sale of

the property. The notice shall further inform Borrower of the date of acceleration by judicial proceeding, and sale of

the property, but not limited to, reasonable attorney's fees and costs of documentation, evidence, abstracts and title reports.

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or

18. Borrower's Right to Relocate. Notwithstanding Lender's right to relocate in such proceeding all expenses of foreclosure,

Mortgage by judicial proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentation, evidence, abstracts and title reports,

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 the

foreclosure procedure notwithstanding the nonexistence of a default or any other default of Borrower to accelerate after acceleration and foreclosure.

19. Non-Assignment of Covenants. Lender may invoke any remedy permitted by this Mortgage, and sale of

by this Mortgage without notice or demand on Borrower.

However, this option shall not be exercised by Lender if exercise of acceleration of this note will provide a period of not

less than 30 days from the date the notice is given to cure such breach on or before the date the notice is mailed to

Lender, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in

the notice result in acceleration of the note secured by this Mortgage, unless otherwise specified, and sale of

the property, but not limited to, reasonable attorney's fees and costs of documentation, evidence, abstracts and title reports.

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 to acceleration shall be made 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; and (4) that failure to cure such breach on or before the date is mailed to

Borrower, by which such breach must be cured; and (5) that failure to cure such breach on or before the date specified in

the notice result in acceleration of the note secured by this Mortgage, unless otherwise specified, and sale of

the property. The notice shall further inform Borrower of the date of acceleration by judicial proceeding, and sale of

the property, but not limited to, reasonable attorney's fees and costs of documentation, evidence, abstracts and title reports.

# UNOFFICIAL COPY

## 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.

JEFFREY L SUESS

(Seal)

- Borrower

322-50-2569

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Sign Original Only)

STATE OF ILLINOIS,

Cash

County ss:

I, the undersigned  
a Notary Public in and for said county and state do hereby certify that  
JEFFREY L SUESS, deceased not since buried

, personally known to me to be the same person(s) whose name(s)  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set  
forth.

Given under my hand and official seal, this 11th

day of JANUARY 1996

My Commission Expires:

"OFFICIAL SEAL"

Carol I. Hayden

Notary Public, State of Illinois

My Commission Expires 10/5/98

Notary Public

JEFFREY L SUESS  
426 NEW YORK LANE  
ELK GROVE VILLAGE, IL 60007

REC'D 1/19/96  
COOK COUNTY CLERK'S OFFICE

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office



36394936