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• DEPT-01 RECORDING \$29.50
• T40089 TRAN 4012 10/05/98 11:10:00
• #7414 # RC #-98-891406
• COOK COUNTY RECORDER

Prepared by:
Cindy L. Hurekes
Central Credit Union of Illinois
1001 Mannheim Road
Bellwood, IL 60104

MORTGAGE

5



THIS MORTGAGE is made this 30th

day of September 1998,

between the Mortgagor,

Eleanor F. Duff, an unmarried woman and Susan A. Duff, married to James P. Duff
(Tenants in Common) (herein "Borrower"), and the Mortgagee,

Central Credit Union of Illinois, a corporation organized and
existing under the laws of Illinois, whose address is

1001 Mannheim Road, Bellwood, Illinois 60104 (herein "Lender")

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 9,800.00, which
indebtedness is evidenced by Borrower's note dated September 30, 1998 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 September 30, 2005;

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.

Lots 1 and 2 in Block 3 in Hollywood, a Subdivision in the south West 1/4 of Section
35, Township 39 North, Range 12 East of the Third Principal Meridian (except the West
100 acres thereof and except railroad right of way) in Cook County, Illinois.

RE TITLE SERVICES # 1024172

282

901.76596

Parcel ID # 15-35-304-014

which has the address of 3502 Woodside Avenue
(Street)

Brookfield (City)

Illinois 60513

(ZIP Code) (herein "Property Address")

ILLINOIS SECOND MORTGAGE - 180 FNMA/FHLMC UNIFORM INSTRUMENT

VMP 2076(IL) 06-98

Form 3814

Mortgage
Date: 10/05/98

Springfield Printed Forms

VMP MORTGAGE - 180 FNMA/FHLMC UNIFORM INSTRUMENT



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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 actions as is necessary to protect Lender's interest. If Lender requires 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 holder 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

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

fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually due. All rents effected 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 of receiver's bonds and reasonable attorney's fees past due. Upon acceleration of and manage the Property and to collect the rents of the Property including appounced by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including of the Property, have the right to collect and retain such rents as they become due and payable.

Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17, report of abandonment to 19. **Assignment of rents.** Assignment of rents of Keesler. As additional security hereunder, Lender agrees to assign its to Mortgagor and the obligations secured thereby shall remain in full force and effect as if no acceleration had occurred.

Mortgagor to pay the sums secured by this Mortgage shall continue unexpired. Upon such payment and cure by Borrower, this obligation may reasonably require to assume the then of this Mortgage; Lender's interest in the Property and Borrower's provided in paragraph 17 hereof, including, but not limited to, reasonable attorney's fees, and (d) Borrower takes such action as in enforcing the events and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as contained in any note or agreement of Borrower contained in this Mortgage; (e) Borrower pays, all reasonable expenses incurred by Lender would be then due under this Mortgage and the Note had no acceleration occurred; (f) Lender pays all rents of any other Borrower's breach, Borrower shall have the right to have any pre-accruals begun by Lender to enforce this Mortgage due to discontingued at any time prior to entry of a judgment entitling this Mortgage to (a) Borrower pays Lender all sums which the notice of default or notice of acceleration given by Lender to Borrower to pay what was secured by this Mortgage due to the report.

18. **Borrower's Right to Remodel.** Notwithstanding paragraph 16 and acceleration of the sums secured by this Mortgage due to foreclose, including, but not limited to, reasonable attorney's fees and costs of documentation, abstracts and foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of debtors of the sums secured by this Mortgage to a summed total due and payable without further demand and may foreclose if the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may foreclose. If the notice is given to Lender or any other defense of Borrower to assert in the foreclosure proceeding the nonexistence of a default or any other acceleration and the right to assert the Property, the notice shall further inform Borrower of the right to rescind after acceleration and the right to assert the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the notice may which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in Borrower, by written notice to Lender not less than 10 days from the date the notice is mailed to (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (i) the breach; Lender's agreement of Borrower in this Mortgage, including the contents to pay what was secured by this Mortgage; (ii) the acceleration; (iii) Lender's exercise of this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered within which Borrower may, at its option, pay all sums secured by this Mortgage, or transfer within consent. Lender may, at its option, require immediate payment in full of all sums secured by this Lender's prior transfer of it to a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without is sold or transferred for any interest in Borrower, if all or any part of the Property or any interest in it Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. Moreover, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Borrower to execute and deliver to Lender, in a form acceptable to Lender, a assignment of any rights, claims or defenses Borrower's right to receive, or other loan agreement with Borrower enters into with Lender, Lender, at Lender's option, may require improvement, repair, or otherwise to satisfy Borrower's obligation under any home rehabilitation, execution or after recordation hereof.

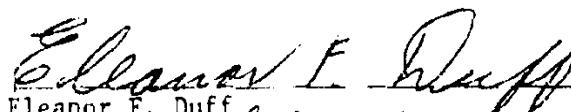
17. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees," include all sums to the extent not prohibited by applicable law or limited herein.

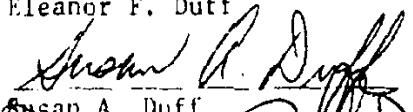
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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

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


Eleanor F. Duff _____ (Seal)
Borrower


Susan A. Duff _____ (Seal)
Borrower


James P. Duff _____ (Seal)
Borrower

_____(Seal)
Borrower
(Sign Original Only)

STATE OF ILLINOIS, Cook

County ss:

I, Minnie Hogsett-Matthews

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

Eleanor F. Duff and Susan A. Duff and James P. Duff

, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Gave under my hand and official seal, this 30th

day of September, 1998

Notary Public



909-156636

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Property of Cook County Clerk's Office