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Cook County Recorder 35.50



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THIS MORTGAGE (the "Security Agreement") is given on that property commonly known as : 6832 S. Wolcott, Chicago, Illinois 60636 see below legal descriptions (the "Property") by Andre Calahan (the "Borrower") to Randall E. Heman and Frances L. Froehlich d/b/a RSF Holding Company (the "Lender"). The Borrower owes the Lender the principal sum of Four Thousand Dollars and 00/100 (\$4,000.00) by the Borrower's note (the "Note") which is dated the same date as this Security Agreement with the full debt due and payable on or before a period ten years from the date of execution of this Mortgage.

S-10873

This Security Agreement secures to the Lender: (a) repayment of the debt as evidenced by the Note with interest as provided in the Note, and all renewals, extensions and modifications of the Note; (b) payments of all other sums with interest as provided in the Note to protect the security of the Security Agreement; and (c) performance of the Borrower's covenants and agreements under this Security Agreement and the Note. For this purpose the Borrower hereby mortgages, grants and conveys to the Lender the following described property located in Cook County, Illinois:

JP

LOT 263 IN ENGLEWOOD ON THE HILL FIRST ADDITION, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Identification Number: 20-19-409-049  
Commonly Known As: 6832 S. Wolcott, Chicago, Illinois  
together with all replacements and additions to the Property, all improvements now or hereafter erected on the property and all easements, appurtenances and fixtures now or hereafter a part of the Property. All of the forgoing definition of the Property is covered by this Security Agreement. THIS PROPERTY DOES CONSTITUTE HOMESTEAD PROPERTY.

Return To:  
Law Title Insurance Co.  
120 E. Railroad  
Sandwich, IL 60548

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THE BORROWER COVENANTS that the Borrower will be lawfully seized of the estate hereby conveyed, has the rights to mortgage, grant and convey the Property and that the Property will be unencumbered, and further that no encumbrances with out the express written authorization of the Lender will be entered in to by the Borrower and that under no circumstances will any instrument, contract, agreement, mortgage and/or any other type of document take a position that supersedes this Mortgage and / or the Security Agreement to and for this Mortgage. The Borrower warrants and will defend generally the title of the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY AGREEMENT combines uniform covenants for national use and non-uniform covenants with limited covering real property.

**UNIFORM COVENANTS: The Borrower and the Lender covenant and agree as follows:**

- 1. Payment of Principal, Interest and Late Charges.** The Borrower shall property pay the principal or and interest, when applicable as provided in the Note, on the debt evidenced by the Note when due as well as any late charges due under the Note.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by the Lender shall be applied first to interest due, as provided under the Note, second to principal due and last to any late charges due under the Note.
- 3. Charge; Liens.** The Borrower shall be responsible for the assurance that all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over the Security Agreement shall be made to be paid.

The Borrower shall promptly discharge any lien which has priority over this Security Agreement, with the exception of the existing mortgage on the Property. All other liens will be discharged unless the Borrower; (a) agrees in writing to payment of the obligation secured by the lien in a manner acceptable to the Lender; (b) contests in good faith the lien by, or defend against enforcement, of the lien in, legal proceedings which, in the Lender's opinion, operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to the Lender subordinating the lien to the Security Agreement. If the Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Agreement, the Lender may give a notice identifying the lien to the Borrower. The Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the providing of notice. The Lender, by acceptance of this Security Agreement, understands and accepts that the Property has a current mortgage and that said

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mortgage does, shall and will continue to take priority over this Security Agreement.

**4. Hazard or Property Insurance.** The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazards included within the term 'extended coverage' and any other hazards, including floods or flooding for which the Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that the Lender requires, for an amount not to exceed the Lender's interest in the Property. The carrier who will provide insurance coverage shall be chosen by the Borrower subject to the Lender's approval, which shall not be unreasonably withheld. If the Borrower fails to maintain the insurance described above, the Lender may at the Lender's option obtain coverage to protect the Lender's rights in the Property.

If the Lender requires, the Borrower shall promptly give the Lender all receipts of paid premiums and notices of renewals.

In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the Lender. The Lender may make proof of loss if not made promptly by the Borrower. Unless the Lender and the Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and the Lender's security is not lessened. If restoration or repair is not economically feasible or the Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Agreement, whether or not then due, with any excess paid to the Borrower. If the Borrower abandons the Property or does not answer a notice from the Lender or offer of settlement of claim by the insurance carrier within thirty (30) days, then the Lender may collect the insurance proceeds. The Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Agreement, whether or not then due. The thirty (30) day period shall begin when such notice is provided.

Unless the Lender and the Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in the Note or change the amount of the payments. If the Property is acquired by the Lender under Paragraph 20, the Borrower's rights to any insurance policy and proceeds resulting from damage to the Property prior to acquisition shall pass to the Lender to the extent of the sums secured by this Security Agreement immediately prior to the acquisition.

**5. Protection of the Lender's Rights in the Property.** If the Borrower fails to perform the covenants and agreements contained in the Security Agreement or there is a legal proceeding that may significantly affect the Lender's rights in the Property, such as a proceeding in bankruptcy or probate for condemnation, forfeiture or enforcement of laws or regulations, then the Lender may do and pay for whatever is necessary to protect the value of the

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Property and the Lender's rights in the Property. The Lender's actions may include paying any sums secured by a lien which has priority over this Security Agreement, appearing in court, paying reasonable attorneys' fees, entering the Property to make repairs, and paying reliable workmen or contractors to make repairs. Although the Lender may take action under this paragraph, the Lender is not obligated to do so.

Any amounts disbursed by the Lender under Paragraphs 4 or 5 shall become additional debt of the Borrower secured by this Security Agreement. Unless the Borrower and the Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the applicable Note rate and shall be payable with interest upon notice requesting payment from the Lender to the Borrower.

**6. Inspection.** The Lender or its agent may make reasonable entries upon the Property for the purpose of inspection of the Property. The Lender shall give the Borrower notice prior to an inspection specifying reasonable cause for the inspection.

**7. Condemnation.** The proceeds of any award or claim for direct or consequential damage in connection with any condemnation or other taking of any part of the Property, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to the Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Agreement, whether or not then due, with any excess paid to the Borrower.

If the Property is abandoned by the Borrower or the Borrower fails to respond to the Lender within thirty (30) days after the date of the Lender's notice to the Borrower that the condemnor has offered to make an award or settle a claim for damages, the Lender is authorized to collect and apply the proceeds at the Lender's option either to restoration or repair of the Property or to the sums secured by this Security Agreement, whether or not then due.

Unless the Lender and the Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments when applicable.

**8. Borrower Not Released; Forbearance by the Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Agreement granted by the Lender to any successor in interest of the Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. The Lender shall not be required to commence proceedings against any successor in interest, refuse to extend time payments or otherwise modify amortization of the sums secured by this Security Agreement by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by the Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise

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of any right or remedy.

**9. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Agreement shall bind and benefit the successors and assigns of the Lender and the Borrower, subject to the provisions of Paragraph 15. The Borrower's covenants and agreements shall be joint and several. Any Borrower, who co-signs this Security Agreement but does not execute the Note, (a) is co-signing this Security Agreement only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Security Agreement; (b) is not personally obligated to pay the sums secured by this Security Agreement; and (c) agrees that the Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Agreement or the Note without that Borrower's consent.

**10. Loan Charges.** If the loan secured by this Security Agreement is subject to a law which sets maximum loan charges and that law is finally interpreted so the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from the Borrower which exceeded permitted limits shall be refunded to the Borrower. The Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the Borrower. If a refund reduces principal, the reduction shall be treated as a partial prepayment without any prepayment charge under the Note.

**11. Notices.** Any notices to the Borrower provided for in this Security Agreement shall be given by delivering it to the Borrower or by United States Postal Service registered mail return receipt requested. The notice shall be directed to the address of the Borrower. Any notice provided for in this Security Agreement shall be deemed to have been furnished to the Borrower or the Lender when given as provided in this Paragraph.

**12. Governing Law; Severability.** This Security Agreement shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of the Security Agreement or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Agreement or the Note, which can be given effect without the conflicting provision. To this end, the provisions of this Security Agreement and the Note are declared to be severable.

**13. Borrower's Copy.** The Borrower shall be given one conformed copy of the Note and of this Security Agreement.

**14. Transfer of the Property or Transfer of a Beneficial Interest in the Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and

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the Borrower is not a natural person) the Lender must be notified in writing as to the extent of the transfer of the Property or beneficial interest in the Borrower.

**15. Sale of the Note.** The Note and Security Agreement may not be sold for a period of one hundred eighty (180) days after the signing of the Note and this Security Agreement. After that period the Lender may sell the Note and this Security Agreement without notice to the Borrower.

**16. Hazardous Substances.** The Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substance on or in the Property. The Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential use, rehabbing and maintenance of the Property.

The Borrower shall promptly give the Lender written notice of any investigation, claim, demand, law suit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environment law of which the Borrower has actual knowledge. If the Borrower learns or is notified by any governmental or regulatory agency that the removal or other redemption of any hazardous substance affecting the Property is necessary, the Borrower shall promptly take all necessary remedial actions in accordance with environmental law.

As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** The Borrower and the Lender further covenant and agree as follows:

**17. Occupancy, Preservation, Maintenance and Protection of the Property; The Borrower's Loan Application; Leaseholds.** The Borrower shall not occupy, establish or use the Property as a residence unless the Lender agrees in writing, which shall not be unreasonably withheld if such occupancy is for the sole propose of providing security for the Property. The Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. The Borrower shall be in default if any forfeiture action or proceeding, civil or criminal is begun that in the Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair

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the lien created by this Security Agreement or the Lender's security interest. The Borrower shall be in default if the Borrower fails to provide the Lender with material information or gave material information false or inaccurate information or statements to the Lender during the loan application process in connection with the loan evidenced by the Note, including but not limited to the Borrower's representations concerning occupancy of the Property. If this Security Agreement is on a leasehold, the Borrower shall comply with all the provisions of the lease. If the Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless the Lender agrees to the merger in writing.

**18. Waiver of the Borrower's Rights to Reinstate.** THE BORROWER HEREBY WAIVES ANY AND ALL OF THE BORROWER'S STATUTORY OR OTHER RIGHTS TO HAVE ENFORCEMENT OF THIS SECURITY AGREEMENT DISCOUNTED ANY TIME FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THOSE RIGHTS SET FORTH IN ILLINOIS MORTGAGE FORECLOSURE LAW, 7325 ILCS 5/15-1601 ET SEQ., AS AMENDED.

**19. Acceleration; Remedies.** The lender shall provide notice to the Borrower prior to acceleration following the Borrower's breach of any covenant or agreement in this Security Agreement (but not prior to notice of acceleration under Paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure default; (c) a date that is not less than five (5) days from the date that the notice is provided to the Borrower by which the default must be cured; and (d) the information that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Agreement, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, the Lender at the Lender's option may require immediate payment in full of all sums secured by this Security Agreement without further demand and may foreclose this Security Agreement by judicial proceeding. The Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including but not limited to reasonable attorney's fees and costs of title evidence.

**20. Release.** Upon payment of all sums secured by this Security Agreement, the Lender shall release this Security Agreement without charge to the Borrower. The Borrower shall pay any recordence fees.

**21. Waiver of Homestead.** The Borrower waives all rights of homestead exemption in the Property.

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**22. Business Purpose.** The Borrower acknowledges that this mortgage secures repayment of debt that is for business purposes only and is not for personal use or for a personal residence.

Signing for or as the Borrower:

*Andre Calahan*  
Andre Calahan

3-2-99  
Date

*Katherine Calahan*  
KATHERINE CALAHAN

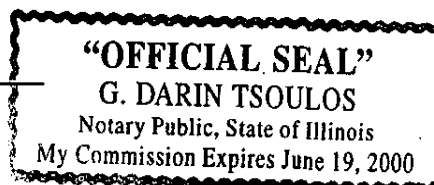
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State of Illinois, County of COOK ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANDRE CALAHAN AND KATHY CALAHAN personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and wavier of the right of homestead.

Given under my hand and official seal this 2ND day of MARCH, 1999.

Commission expires 6-19, 192000

*G. Darin Tsoulos*



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