

CITICORP SAVINGS

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This instrument was prepared by:

DEBBIE BROOKS

ONE NORTH DEARBORN ST., CHICAGO, IL. 60602  
(Name)

(Address)

ACCOUNT #000706903



NOTE IDENTIFIED

MORTGAGE

3520139

THIS MORTGAGE is made this . 27TH . day of MAY  
19 . 86., between the Mortgagor, . WILLIAM A KUCHER AND PATRICIA F KUCHER, HIS WIFE .  
.....(herein "Borrower"), and the Mortgagee, Citicorp Savings  
of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United  
States, whose address is ONE SOUTH DEARBORN STREET, CHICAGO, ILLINOIS 60603  
.....(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 13,000.00  
which indebtedness is evidenced by Borrower's note dated MAY 27TH, 1986  
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 JULY 1ST, 1993 ;

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 371 IN FIELDCREST SIXTH ADDITION, A SUBDIVISION OF PART OF LOTS 1  
AND 2 IN NIETFELDT FARMS, BEING A SUBDIVISION IN SECTION 22 AND 27,  
NORTH OF THE INDIAN BOUNDARY LINE, AND IN SECTION 22, OF THE INDIAN  
BOUNDARY LINE, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID FIELDCREST SIXTH  
ADDITION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF  
COOK COUNTY, ILLINOIS ON JUNE 7, 1963, AS DOCUMENT LR2094755.

I.D. #28-22-411-049-0000 m

3520139

which has the address of . . . . 4316 SCOTT STREET . . . . OAK FOREST . . . .  
[Street] [City]  
Illinois . . . . 60452 . . . . (herein "Property Address");  
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances and rents 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."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,  
grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower  
covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,  
subject to encumbrances of record.

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FORM 287-6

CHICAGO TITLE INS.

G# 7028521

352013

352013

ACCOUNT # G00380706903

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(Space Below This Line Reserved for Lender and Recorder)

Property of Cook County Clerk's Office

Given under my hand and official seal, this 19 day of May 1984.

My Commission expires: 10-7-84

THE LENDER, free voluntary act, for the uses and purposes herein set forth,  
appealed before me to be the same person, and acknowledged that \_\_\_\_\_, wife \_\_\_\_\_, ABE \_\_\_\_\_, subscriber to the foregoing instrument,  
personally known to me to be the same person(s) whose name(s) \_\_\_\_\_, ABE \_\_\_\_\_, subscribed to the foregoing instrument,  
and delivered the said instrument to the LENDER, WILLIAM A KUCHER AND PATRICIA R KUCHER, HIS WIFE  
L. THE UNDERSIGNED  
WITNESS WHEREOF, Borrower has executed this Mortgage.

STATE OF ILLINOIS, County ss:

Borrower - WILLIAM A KUCHER  
Borrower - PATRICIA R KUCHER

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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.

## MORTGAGES OR DEEDS OF TRUST AND FORECLOSURE UNDER SUPERIOR

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a  
receivership appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the  
Property including those attorney's fees, and then to the sums secured by this Mortgage. The receiver's costs of  
management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's<sup>s</sup>  
bonds and reasonable attorney's fees, and charge to 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  
account only for those rents actually received.

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

22. Recitals. All rents collected by the receiver shall be applied first to payment of the costs of  
Property including those attorney's fees, and then to the sums secured by this Mortgage. The receiver's 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 attorney's fees, and charge to Borrower shall pay all costs of recordation, if any.

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**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.

**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, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, 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, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, 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 costs 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 or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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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 for conveyance in lieu of condemnation, are hereby assigned and shall be held to Lender subject to the terms of this Agreement, free of trust or other security agreement with a lien which has priority over this Mortgage.

provided to any such inspection specifying the descriptive evidence

**8. Inspection.** Landlord may make reasonable inspections upon and inspections of the Property.

mainstays such as the *right to privacy* and *freedom of speech*, which have been upheld by the Supreme Court in numerous cases.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgagage, or if any action is commenced which materially affects Lenders' interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such apperances, disburse such sums, inclduing reasonable attorney fees, and take such action as is necessary to protect Lender's interest. If Lender requires mortgagagee as a condition of making the loan secured by this Mortgagae, Borrower shall pay the premiums required to insure an adequate attorney fees, and take such action as is necessary to protect Lender's interest. If Lender requires reasonable attorney fees, and take such action as is necessary to protect Lender's interest.

declaration of covenants creating a government or plenary unit developing the by-laws and regulations.

6. Preservation and Maintenance of Property; Leases; Condominiums; Planned Units; Development, Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of the property and shall comply with the provisions of any lease if this Mortgagor is on a lesashold. If this Mortgagor is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the

Notice is hereby given that the insurance premium will be collected by the Lender's option either to restore or to repair or to sell the property as provided by the Mortgagor.

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.

The insurance carrier providing the insurance shall be chosen by the trustee subject to approval by Lender; provided, may require such amounts and for such periods as Lender may require.

assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments of ground rents, if any.

4. Prior Mortgages and Deeds of Trust. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust, security agreement, or other instrument which creates a valid and enforceable lien on the property described in Paragraph 1 hereof.

3. Application of Paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by the Note and paragraphs 1 and 2 hereof shall be applied by Lender as the Note and then, if the amounts left by Note.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than thirty (30) days after the sale of the Property or its acquisition by Lender, any Funds held by Lender.

The Funds held by Leander shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall fail to Leander any amount necessary to make up the deficiency in one or more payments as

Borrower shall give to Borrower, without charge, an annual accounting of the interest and principal paid by Borrower to the Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits of which are insured by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply funds to pay said taxes, assessments, premiums and ground rents. Lender may not charge for so holding and shall account for all collections and expenditures said compounding and bills, unless Lender

such payments on the basis of assessments and other retroactive settlements made by the holder of a prior mortgage or such payments to funds to the extent that Borrower makes such payments to the holder of a prior mortgage or

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any. All as reasonably estimated initially and from time to time by

**UNIFORM CONTRACTS, ROTOWEIR AND LEMMER GOVERNMENT CONTRACTS**