

## UNOFFICIAL COPY

This instrument was prepared by: 7  
LAND OF LINCOLN SAVINGS AND LOAN1400 N. GANNON DRIVE  
(Name)HOFFMAN ESTATES, IL. 60194  
(Address)

NOTE IDENTIFIED

## MORTGAGE

1 OF 1  
PETERS  
(ACCOMODATION)  
H-601314-C6  
LAND TITLE AMERICA, INC.\*

THIS MORTGAGE is made this . . . 14TH . . . day of . . . SEPTEMBER . . .  
 19 . . . 87 . . . between the Mortgagor, . . . MARK A. JENSEN AND CAROL A. JENSEN, HIS WIFE . . .  
 . . . (herein "Borrower"), and the Mortgagee,  
 . . . LAND OF LINCOLN SAVINGS AND LOAN . . . a corporation organized and  
 existing under the laws of . . . ILLINOIS . . .  
 whose address is . . . 1400 N. GANNON DRIVE . . .  
 . . . HOFFMAN ESTATES, IL. 60194 . . . (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ . . . 11,865.00 . . .  
 which indebtedness is evidenced by Borrower's note dated . . . 09/14/87 . . . 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 . . . 09/20/92 . . .

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 . . . , State of  
 Illinois:

That part of LOT TWENTY SEVEN in Duvan's Country Ridge Unit One (hereinafter  
 described) falling within the Southwest Quarter (1/4) of the Southwest Quarter (1/4)  
 of Section 17 . . . (27)

In Duvan's Country Ridge Unit One, of part of the Southwest Quarter (1/4) of Section 17, Township 36 North, Range  
 13, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles  
 of Cook County, Illinois on October 12, 1978, as Document Number 3052176.

PIN 28-17-316-027

*ECONO*

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which has the address of . . . 6252 W. 157TH PLACE, OAK FOREST, IL 60452 . . .  
[Street] [City]

Illinois . . . . . (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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✓/M  
M DUPLICATE  
HARRY (BUS) YODER  
REGIS TRAK OF TILES  
17 SEP 22 PM 3653307

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Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Promised \_\_\_\_\_  
Deliver certif. to \_\_\_\_\_  
Address \_\_\_\_\_  
Deliver to \_\_\_\_\_  
Dated to \_\_\_\_\_  
Address \_\_\_\_\_  
Notified \_\_\_\_\_  
White

(Space Below This Line Reserved for Lender and Recorder)

LAND TITLE CO.  
100 W. MONROE, 4th FLOOR  
CHICAGO, ILLINOIS 60603 PA  
H-60134-66  
FILE #

My Commission expires: 11-19-90

Given under my hand and official seal, this ..... day of SEPTEMBER , 19, 87.

I, CAROL A. JENSEN AND CAROL A. JENSEN, HIS WIFE, personally known to me to be the same persons (whose names), appeared before me this day in person, and acknowledged that they ....., signed and delivered to the foregoing instrument as free voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, ..... WITNESS, County ss:

(CAROL A. JENSEN )

-Borrower

(MARK A. JENSEN )

-Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request that 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

## REQUEST FOR NOTICE OF DEFAULT

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.  
charge to Borrower. Borrower shall pay all costs of recondition, 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.

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**10. Borrower Not Released; Forbearance By Lender.** Notwithstanding 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 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 written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

**NON-UNIFORM COVENANTS, BURDEN AND LENDER FURTHER COVENANT AND AGREEMENT 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.

Upon acceleration under paragraph 17 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

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9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with 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 convenience 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 instrument with which has priority over such other interests, if any, etc.

Any amounts disbursed by Borrower pursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgagor. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower redressing payment hereof. Noticing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

7. Protection of Lender's Security. If Borrower fails to perform the agreements contained in this section or fails to pay amounts due under the Note or any other agreement between the parties, Lender may exercise any rights available to it under the Note and/or this Agreement.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Units; Telecommunications; Bar- power 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 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 deed of the condominium or governing document or agreement of planned unit development, the by-laws and regula-

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender's notice 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, repair of the Property or to the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by the owner subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender, or other security agreement with a lien which has priority over this Mortgage; and in a form acceptable to Lender, Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

4. Prior Mortgages and Deeds of Trusts: Unless Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement within a lien which has priority over this Note, and then to the principal of this Note.

5. Hazard Insurance: Borrower shall keep the term "extincted coverage", and such other hazards as Lender insures against loss by fire, hazards included within the term "extincted coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly return 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 immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender in the time of application to the sale of the Property or its acquisition by Lender, and payable to Lender by Lender under the Note and Paragraphs 1 and 2 hereof shall be applied by Lender first in paymens of amounts payable to Lender by the Note and Paragraphs 1 and 2 hereof shall be applied by Lender as the Note and when so the principal of the Note.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, as they fall due, such excess shall be, at Borrower's option, either promptly repaid or credited to Borrower or credited to Lender for sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid or credited to Borrower or credited to Lender on monthly installments of Funds, if the Funds held by Lender still not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the depositories or accounts of which are insured or guaranteed by a 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, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and permits Lender to make such a charge. Borrower and Lender may agree in writing the time of application of this Money for the payment of taxes, assessments and other charges.

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) which may attain priority over this Mortgagor's rights on the property, if any, plus one-twelfth of the yearly insurance premiums for mortgagage insurance, if any, all as reasonable estimates thereof. Borrower shall not be obligated to make premium installments for mortgagage insurance, if any, unless such payments are made to Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower makes such payments to the holder of a prior mortgage or such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.