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The instrument was prepared by

ANNE GORE

(Name)

6353 West, 55th St., Chicago, IL 60638

(Address)

MORTGAGE

790

THIS MORTGAGE is made this . . . 6TH . . . day of . . . NOVEMBER . . . 1987 . . . between the Mortgagor, . . . LUTHER G. BOLTON AND BETTY JEAN BOLTON, MARRIED TO . . . EACH OTHER . . . (herein "Borrower"), and the Mortgagee, . . . Garfield Ridge Bank . . . a corporation organized and existing under the laws of . . . The State of Illinois . . . whose address is . . . 6353 West, 55th St., Chicago, IL 60638 . . . (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$. . . 12,200.00 . . . which indebtedness is evidenced by Borrower's note dated . . . NOVEMBER 6TH, 1987 . . . and extensions and renewals thereof therein ("Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on . . . NOVEMBER 11TH, 1997 . . .

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:

The Land in the City of Chicago, County of Cook, Illinois, described as follows:
A rectangular tract of land located in the First + and
part of the Second Ward of the City of Chicago, Illinois,
in the Township of North Chicago, Illinois, bounded on the west by
Markham Avenue, 164th Street, and on the east by
Markham Avenue, 164th Street, in the City of Chicago, Illinois;

For a sum of \$. . . 12,200.00
Remainder of the above described property, the same being
a community asset of the couplet, Mrs. Markham, 411.

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which has the address of . . . 16437 PLYMOUTH DR. . .
(Street)
Illinois . . . 60426 . . . (herein "Property Address");
(Zip Code)

MARKHAM

(City)

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 seized 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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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 disclaimed and shall be paid to the lessee subject to the terms of any mortgage, deed of trust or other security agree-

8. Inspectional entries may make or cause to be made reasonable entries upon and inspections of the property possessed by the lessor shall give reasonable notice prior to any such inspection specifying reasonable cause therefor.

Any anomalies detected are by leader pursuant to this paragraph. Within fifteen days of the notice date, such become additional information of borrower secured by this Note Agreement. 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 shall require lender to incur any expense or take any action hereunder.

horton et al. and Leander's written agreement or applicable law.

2. **Prohibition of federal subsidies.** If the owner fails to perform the covenants and agreements contained in this Agreement or if proceeds from a condominium which materially affects Lessee's interest in the Property, then Lessee's options upon notice to Borrower, may make such appearance, disburse such sums, including reasonable attorney fees, and take such action as is necessary to protect Lessee's interest, if Lessee has reasonable doubt concerning the loan secured by this Mortgagor. 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

¹See also the discussion of the relationship between the two dimensions of development in the section on "Developmentalism."

6. Precessus and *Stabilization of Proportionate Excesses*: Contingent Planning and Developmental Economics

and organized to gather and apply the insurance proceeds in furtherance of its insurance beneficiaries' legitimate interests.

If the property is abandoned by Borrower or if Borrower fails to respond or make within 30 days from the date people of less than one-half prompt by Borrower

The insurance company, providing the insurance shall be also liable to the borrower for damages or expenses of a lawyer, provided that such amount shall not be more than the amount of the principal balance due on the note.

transient loss of free hydroxylated metabolites from the plasma, and such other hazards as tender meat gamma and in such amounts and for such periods as deemed necessary

Measurements and other changes thus and importantly contribute to the process which was already a previous step.

4. Other Aborigines and Descendants of Treaty Tribes - *Aboriginals* shall perform all of Borrower's obligations

Note and preparation It is essential to understand the Note and preparation before proceeding to the Note.

(Upon payment in full of all sums secured by this Mortgagor, Lender shall promptly refund to Borrower any funds held by Lender. It under stands that Lender shall pay to the holder of the Property its cost of acquisition by Lender, any funds held by Lender which Lender shall pay to the holder of the Property in consideration of its otherwise adequate security for the same.

the Funds during its existence or earnings on its funds, and expenses to the Funds are the purpose for which each entity to the Funds was made. The Funds are pledged as additional security for the sums secured by this Agreement.

me agree in writing at the time of execution of this Mortgagee that interest on the funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be entitled to pay

If Horwather pays funds to Lender, the funds shall be held in an institution the depositories or accounts of which are insured by a Federal deposit insurance fund and used to make such a charge. Borrower and Lender

such pawnments of funds to lend to the extant that Borrower makes such payments to the holder of a prior mortgage or deed of trust of such holder's or intituted lender.

2. Funds for classes and laboratories, sufficient to supply the needs of the teacher; supplies, such as paper, chalk, etc., for the use of the teacher under the Note, until the Note is paid in full; a sum due him for the services of his wife, or other member of his family, engaged in the service of the school, if any, all as reasonably estimated by the teacher.

1. **Promotion of Professional and Technical Borrower**: Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and title charges as provided in the Note.
2. **Friends for Taxes and Expenses**: Subject to the right of substitution, the Borrower shall pay all taxes and expenses which are levied or made against the property or assets of the Borrower.

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10. Borrower Not Released; Subrogance by Lender; Note Waiver. Extending 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:

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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RECORDED
2/14/88

Given under my hand and attested seal, this 19th day of November, 1987.

My Commission expires

My Commission Expires March 15, 1988

WHEREAS, I, BETTY JEAN BOLTION, a Notary Public in and for said county and state, do hereby certify that

the above Notary Public has been duly qualified before me this day in person, and acknowledged that she signed and delivered the said instrument as powerfully known to me to be the name of a bona fide natural person(s) (hereinafter referred to as "the Debtor") whose signature is affixed hereto, and that the Debtor has executed the same in the manner and form required by law.

STATE OF ILLINOIS, COOK COUNTY

NOTARY PUBLIC
BETTY JEAN BOLTION
X

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.

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

21. Whether of Homestead, Borrower hereby waives all right of homestead exemption in the Property.
22. Release, upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower for recording or recording fee.