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ILLINOIS HOME IMPROVEMENT

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; hereinafter referred to as the "Property". Borrower agrees to convey to the lender the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except hereby conveyed and has the right to mortgage, subject to encumbrance of record.

which has the address of 614 GREENDALE ROAD (Street) GLENVIEW (City) Illinois, 60025 (Zip Code); (herein "Property Address");

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3755626

PERMANENT TAX NUMBER: 04-3-308-016
LOT 352 IN ART 17, MCINTOSH AND COMPANY'S FIRST ADDITION TO GLENVIEW COUNTRYSIDE, BEING A SUBDIVISION OF PARTS OF SECTIONS 32 AND 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 16,000.00 which indebtedness is evidenced by Borrower's note dated November 21, 1988, 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 December 1, 1993.

THIS MORTGAGE is made this 21st day of November 1988, between the Mortgagor, ALLEN T. BILOW and CATHERINE W. BILOW, his wife 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").

HELEN DEANOVICH (Name)
ONE NORTH DEARBORN ST., CHICAGO, IL 60602 (Address)
LOAN NUMBER: 001047406

CITICORP SAVINGS
3755626
(This instrument was prepared by:

MORTGAGE

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10. **Borrower Not Released; Forfeiture by Lender Not a Waiver.** Extension of the time for payment or modification of the original mortgage shall not operate to release the Borrower's successors in interest. Lender shall not operate to release the Borrower's successors in interest. Lender shall not be required to commence proceedings against 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 jointly and severally, bind any Borrower who co-signs this Mortgage, but does not execute the Note, (a) in 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) in not personally liable on the Note or under this Mortgage, and (c) agree 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 related 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 have been given to Borrower or Lender in the manner designated herein.

13. **Government Law; Sovereignty.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing language shall not limit the applicability of Federal law to this Mortgage. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect or nullify any provision 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, "consent", "consent", "assent" and "assent" 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, right, or other instrument which Borrower enters into with Lender, an assignee of any right, claim or debt 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, including (a) the creation of a lien or encumbrance, (b) a grant of a joint tenancy, or (c) a grant of three years or less not constituting an option to purchase, Borrower shall cause to be furnished information required by Lender to evaluate the transaction 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.

17. **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 with 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 may declare all or any part of the sums secured by this Mortgage to be immediately due and payable. Lender shall be entitled to collect in such proceeding all expenses of foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may assert in the foreclosure proceedings the nonexistence of a default, or any other defense of Borrower to acceleration and satisfaction of the Property. The notice shall further inform Borrower of the right to reinstate a loan after acceleration and the right to sue on the Note. In the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and foreclosure this Mortgage by judicial proceedings. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's 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 attorney's 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 uninterrupted. Upon such payment an 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 Fees; Appointment of Receiver.** An 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, cause to collect in such proceeding all expenses of foreclosure as if no acceleration had occurred.

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HARRY (BUS) YOURELL
REGISTRAR OF TITLES

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SALVAGE

FOR THE COUNTY CLERK
420 East Lake Street
Addison, Illinois 60101
(312) 834-7000

REGISTERED BY

09/27/71

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