

3786862

Form HFA-C
Revised 1/88

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY
SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II
1988 SERIES C
MORTGAGE**

NOTE IDENTIFIED

This instrument was prepared by:
JOHN J. SMYTH
(Name)
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

THIS MORTGAGE is made this 12TH day of APRIL, 1989,
between the Mortgagee TIMOTHY M. MC NALLY AND COLLEEN P. MC NALLY, his wife
(herein "Borrower"), and the Mortgagee BROOKFIELD FEDERAL BANK
FOR SAVINGS an association organized and existing
under the laws of THE UNITED STATES OF AMERICA, whose address is 9009 OGDEN AVENUE, BROOKFIELD,
ILLINOIS 60513 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY FIVE THOUSAND AND
NO/100 Dollars, which indebtedness is evidenced by Borrower's
note dated APRIL 12, 1989 (herein "Note"), providing for monthly installments of principal and
interest, with the balance of the indebtedness, if not so paid, due and payable on MAY 1, 2019

TO SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, made to
Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and
convey to Lender the following described property located in the County of COOK, State of Illinois:

**LOT 65 (EXCEPT WEST 8 FEET THEREOF) LOT 66 IN WILL SUBDIVISION OF LOTS
28 AND 29, IN KING ESTATE SUBDIVISION IN EVERGREEN PARK, IN THE NORTHWEST
1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS**

**PERMANENT TAX NUMBER: 24-12-120-056 24-12-120-021
PROPERTY ADDRESS: 9738 S. FRANCISCO, EVERGREEN PARK, ILLINOIS 60642**

which has the address of 9738 S. FRANCISCO EVERGREEN PARK
(City) (City)
ILLINOIS 60642 (herein "Property Address").
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents,
oil, gas, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the
property, all of which, including replacements and additions thereto, 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 herein
referred to as the "Property".

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M.A.T.C.

89 APR 13 PH 3: 03

CAROL MASELE BRAUN
REGISTRAR OF TITLES

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Submitted by _____
 Address _____
 Promisee _____
 Deliverer _____
 Address _____
 Deed to _____
 Address _____
 Notified _____

3786862

THE AMERICAN TITLE COMPANY
 123 W. Madison Street
 Chicago, Illinois 60602

#314146

NOTICE TO BORROWER: THE PROVISIONS OF THIS ADDENDUM
 SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN. DC. OTS ON THE NOTE.
 THIS MORTGAGE (UNLESS YOU READ AND UNDERSTAND) THE IS PROHIBITED.

ADDENDUM. The rights and obligations of the parties to this mortgage and the here
 which is required by the mortgage are expressly made a part of this Addendum. In the
 event of any conflict between the provisions of this Addendum and the provisions of the
 mortgage or the Note, the provisions of this Addendum shall control.
 The Borrower agrees that the Lender or its assignee may, without prior
 notice, accelerate all payments due under the Mortgage and Note, and exercise any
 other remedy allowed by law for breach of the Mortgage or Note if (i) the Borrower fails
 to pay any amount due on the Mortgage or Note on or before the date of payment
 and primary liability; or (ii) the statements made by Borrower in the Buyer's Affidavit
 (Illinois Housing Development Authority Form MFD-6A) are not true, correct and
 correct; or (iii) if the Lender or the Illinois Housing Development Authority has any
 statement contained in said Affidavit to be untrue.
 The Borrower understands that the agreements and statements of fact contained in the
 Affidavit of Buyer are necessary conditions for the granting of the loan.

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OFFICIAL SEAL
 Notary Public, State of Illinois
 My Commission Expires 11/1/90

My Commission Expires: 11-1-90
 Given under my hand and official seal, this _____ day of _____, 1989.
 Notary Public

STATE OF ILLINOIS
 County of Cook
 I, JIMOTHY P. MC NALLY, his wife
 do hereby certify that
 personally known to me to be the same person(s) whose name(s) _____
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
 they had read and delivered the said instrument as _____
 their and delivered the said instrument as _____
 act for the use and purposes therein set forth.
 My Commission Expires: 11-1-90

JIMOTHY P. MC NALLY
 COLLEEN P. MC NALLY, his wife
 In Witness Whereof, Borrower has executed this Mortgage

9. **Proceeds.** The proceeds of any award or claim for damage, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or make a claim for damage, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to replacement or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification or 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.

11. **Forbearance by Lender Not a Waiver.** 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, and any entity designated by Lender, its successors or assigns to service this Mortgage, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except as a 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 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, return receipt requested, 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.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with a 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 the Mortgage and the Note are declared to be severable.

16. **Lender's Copy.** Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

17. **Transfer of the Property.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all 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 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed 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 18 thereof.

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

18. **Acceleration; Remedies.** Except as provided in paragraph 17 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 mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 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 reinstatement after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense or objection 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 attorney's fees, and costs of documentary evidence, abstracts and fire reports.

19. **Borrower's Right to Reinstatement.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, 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, the Note and notes securing Future Advances, if any, 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 18 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 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.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 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 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled 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 Lender or 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

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Inspection. Lender may make reasonable cause therefor related to Lender's interest in the Property.

Any amounts disbursed by Lender pursuant to the paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree in writing to other terms of payment, such amounts shall be payable upon time to time on outstanding principal under the note unless payment thereon is made in accordance with the terms of the note.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcement, or a arrangement involving a declaration of default, then Lender at Lender's option, upon notice to Borrower, may make such repairs, alterations, improvements, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

8. Preservation and Maintenance of Property. Lender shall be deemed to have accepted the Property in good repair and shall not be obligated to make any repairs or improvements to the Property. Lender shall not be obligated to make any repairs or improvements to the Property. Lender shall not be obligated to make any repairs or improvements to the Property.

9. Hazard Insurance. Borrower shall keep the improvement covered by this Mortgage insured against fire, theft, and other perils. Borrower shall keep the improvement covered by this Mortgage insured against fire, theft, and other perils. Borrower shall keep the improvement covered by this Mortgage insured against fire, theft, and other perils.

10. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under this Mortgage shall be applied to the principal of the Note, then to the interest payable on the Note, and then to the principal on any future Advances.

11. Changes. Lender, Borrower shall pay all taxes, assessments and other charges, fines and penalties attributable to the Property which may be levied or assessed against the Property.

12. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest as payable under the Note, until the Note is paid in full.

13. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and the interest on the indebtedness evidenced by the Note, preparation and late charges as provided in the Note, and the principal of and interest on any future Advances secured by this Mortgage.

14. Changes. Lender, Borrower shall pay all taxes, assessments and other charges, fines and penalties attributable to the Property which may be levied or assessed against the Property.

15. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under this Mortgage shall be applied to the principal of the Note, then to the interest payable on the Note, and then to the principal on any future Advances.

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