

UNOFFICIAL COPY

0001103205

State Street, Inc. Lender for Recording Date

MORTGAGE

THIS MORTGAGE ("Security Instrument") is made on April 1, 2015,
in the City of Donaldson, IL, County of McLean, State of Illinois, between John
Holloman, Jr., whose address is 111 W. Main Street,
P.O. Box 3111, Holloman, IL 60453, hereinafter called "Borrower", and John
Holloman, Jr., whose address is 111 W. Main Street,
P.O. Box 3111, Holloman, IL 60453, hereinafter called "Lender".
Borrower owes Lender the principal sum of NOTARY THIRTY-NINE, 39, No./100.00,
Dollars (\$39,000.00). This claim is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the first date of payment due and payable on May 1, 2015. This Security Instrument
extends to Lender: (a) the right, now or hereafter evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other debts, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property,
located at Lot 24 AND THE SOUTH 1/2 OF LOT 25 IN BLOCK # 4 IN LANDING CENTRAL SUBDIVISION
BEING A SUBDIVISION IN SECTION 10, TOWNSHIP OF MARSH, RANGE 15 EAST OF THE
TOWNSHIP MERIDIAN, IN COOK COUNTY, ILLINOIS. (EXCEPT THE NORTH 1/2 FEET OR THE
EAST 167.5 FEET THEREOF).

PARCEL FILE NUMBER: 30-32-301-030-0000 VOL-REC: 22

RECORDED
APR 15 2015

At the address of 10271 Hwy 83, IL,
Elmwood 50180 (Property Address),
(Zip Code)

Together with all the improvements now or hereafter erected on the property, and all fixtures, rights
appurtenant, rents, royalties, mineral, oil and gas rights and profits, water rights and such other interest in or
belonging to a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property".

Moreover, Borrower does hereby convey to Lender the right to
exchange, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-jurisdictional use, subject to
variations by jurisdiction to constitute a uniform security instrument covering the property.

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1283274
RC 5A RAYREGISTRATION
NUMBER
2874818THIS DOCUMENT IS THE PROPERTY OF
CHICAGO METROPOLITAN COMMERCIAL BANK
AND CANNOT BE COPIED OR REPRODUCED.RECEIVED MAY 16 1968
COURT OF COMMON PLEAS
DOC. NO. 1972-22222
THIS IS TO CERTIFY THAT THE RECORDS OF THE
CITY OF CHICAGO, ILLINOIS, AS OF MAY 16,
1968, ARE IN ORDER AND THAT THE SAME
WERE MAINTAINED IN ACCORDANCE WITH THE
LAW.

IN THE CITY OF CHICAGO, ILLINOIS, ON THIS DAY OF MAY, 1968, THE
CITY OF CHICAGO, ILLINOIS, DOING BUSINESS AS
THE CHICAGO BOARD OF TRADE, A CORPORATION
DOING BUSINESS AS THE CHICAGO BOARD OF TRADE,
HEREINAFTER REFERRED TO AS "THE BOARD",
DO HEREBY CERTIFY THAT
ALL RECORDS HELD BY THE BOARD
ARE IN ORDER AND THAT THE SAME
WERE MAINTAINED IN ACCORDANCE WITH THE
LAW.

COURT OF COMMON PLEAS
MAY 16, 1968.

STATE OF ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of May, 1968.

CHIEF CLERK

PRESIDENT

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of May, 1968.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower will pay the premium required to maintain the insurance in effect until such time as the insurance for the loan terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspections. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable times for the inspection.

9. Condemnation. The proceeds of any award or claim for damage, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 monies required by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sum accrued by this Security Instrument and the amount by the reason of the proceeds specified by the following formula: (a) the total amount of the principal indebtedness before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the contractor fails to make an agreed or "due" claim for damages, (i) Borrower fails to respond to Lender within 30 days after such date the notice is given, Lender is authorized to enforce and apply the proceeds, at its option, either to restoration or repair of the Property or to the uses named in this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend so far as to cause the date due on an entity payments referred to in paragraphs 1 and 2 to change the amount of such payments.

10. Borrower Plus Successor. Pledgee plus Lender Plus a Waiver. Pledgee of the Note for payment or satisfaction of acceleration of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate, or release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify acceleration of the sums secured by this Security Instrument by reason of any change made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right so granted shall not be a waiver of or preclude the exercise of any right or remedy.

11. Covenants and Assigns Bonds; Joint and Several Liability; Covenants. The covenants and agreements of this Security Instrument shall bind and benefit the covenants and agreements of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey said Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations, with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Late Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum late charges, and that law is finally interpreted so that the interest or other late charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such late charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owing under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Limitations Affecting Lender's Rights. If enforcement or expiration of a particular law has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies provided by paragraph 18. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 18.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing and by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Known Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address listed herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which are given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 90 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) files suit in action as Lender may reasonably require to assure that the law of this Security Instrument, Lender's rights to the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations created hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply to the case of acceleration under paragraphs 13 or 17.

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1. **DEFINITION OF TERMS.** **Definitions.** Definitions used throughout this Agreement and the other documents referred to herein shall have the meanings set forth below or as otherwise defined in the applicable document. In the event of any conflict between the definitions contained herein and the definitions contained in any other document, the definitions contained herein shall control.

2. **Agreement.** This Agreement, together with the other documents referred to herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, discussions, correspondence, memoranda, and other documents, whether written or oral, between the parties hereto relating to the subject matter hereof.

3. **Capitalized Terms.** All capitalized terms used in this Agreement shall have the meanings assigned thereto in the Glossary of Terms attached hereto as Exhibit A, unless otherwise defined in this Agreement.

4. **Confidentiality.** The parties shall keep confidential all information received from the other party under this Agreement, except to the extent such information is publicly known or becomes publicly known through no fault of the receiving party, or to the extent such information is required to be disclosed by law or regulation.

5. **Entire Agreement.** This Agreement, together with the other documents referred to herein, constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, discussions, correspondence, memoranda, and other documents, whether written or oral, between the parties hereto relating to the subject matter hereof.

6. **Amendments.** Any amendment to this Agreement must be in writing and signed by both parties hereto. No amendment shall be effective until it has been countersigned by the other party.

7. **Waiver.** No waiver by either party of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same provision or a waiver of any other provision of this Agreement.

8. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

9. **Notices.** All notices, demands, requests, and other communications between the parties hereto shall be in writing and shall be delivered personally or by registered mail, postage prepaid, to the address of each party set forth below or to such other address as may be designated by either party.

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