

UNOFFICIAL COPY

MORTGAGE

03792903

THIS MORTGAGE is made this 3rd day of May, 1989

between Agumila Chmielik, A Widow And Her

3792903

Unmarried whose address is

066 Mansfield Ct. Schaumburg, Ill 60194

(whether singular or plural, hereinafter "Mortgagor"), and Barclays American/

Financial, Inc., a North Carolina corporation, whose address is 1750 E. Golf

Road Schaumburg, Ill 60173

(Mortgagee).

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Seventeen Thousand Fifty Seven and

00/100 (\$17,057.00) Dollars, which indebtedness is evidenced by Mortgagee's note dated

May 3, 1989 (herein "Note"), providing for monthly installments of principal and interest, with the

balance of the indebtedness to be sooner paid, due and payable on May 8, 1994

TO SECURE to Mortgagee 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 Mortgagor herein contained, Mortgagor does hereby mortgage and warrant to Mortgagee the following described property located in the County of

Cook, State of Illinois hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of Illinois,

LOT 65 IN THE HUBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 28, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL NUMBER: 13-28-307-009

which has the address of 301 S. 1 W. Parker Chicago, Illinois 60639

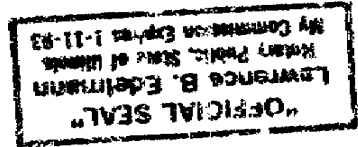
(herein "Property Address");

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1989 MAY - 8 11:18
CAROL MOSELEY BRAUN
REGISTRAR OF DEEDS

Submitted by _____
Address _____
Promised _____
Delivered _____
Address _____
Delivered to _____
Modified _____
Witness _____

Bochayo Alvarez
3792903
Commission by No. 61773

My Commission expires 1-11-93

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

and acknowledged that _____ and _____ executed the same for the purposes herein contained.

known to me (or satisfactorily proven) to be the person _____ whose name _____ is described to the within individual

the undersigned officer, personally appeared Bogumila Chaitlik _____

On this, the 3rd day of MAY, 19 89, before me, LAWRENCE B. EDELMAN

COMMONWEALTH OF ILLINOIS, _____

Witness my hand and seal of office this 3rd day of MAY, 19 89

Recorded in the office for recording of deeds in and for _____

(Acknowledgment)

It is hereby certified that the address of the Mortgage within this _____

Witnesses: _____

IN WITNESS WHEREOF, MORTGAGEE has executed this Mortgage.

19. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall discharge this Mortgage, without charge to Mortgagee.

in the Note.

19. Interest on Judgment. If Mortgagee obtains a judgment against Mortgagee, interest on the judgment will accrue at the contract rate specified

Bogumila Chaitlik
Bochayo Alvarez

Lawrence B. Edelman

Property of Cook County Clerk's Office

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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 Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to the proportion which the amount of the sums secured by the 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 Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds as above.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds shall not extend or postpone the due date of the monthly installments referred to herein or change the amount of such installments.

9. Mortgagor Not Released. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee 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 Mortgagor and Mortgagor's successors in interest.

10. Forbearance by Mortgagee Not a Waiver. Any forbearance by Mortgagee 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 of Mortgagor or the performance of Mortgagee of any act under paragraph 6 hereof shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. 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, or provided under the Note and may be exercised concurrently, independently or successively.

12. 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 Mortgagor and Mortgagee, subject to the provisions of paragraph 14 hereof. All covenants and agreements of Mortgagor 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.

13. Notice. Except for any notice required under applicable law to be given in another manner (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

14. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, including (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, providing, however, such option shall not be exercised by Mortgagee if such exercise is prohibited by federal law as of the date of this Mortgage, declare all the sums secured by this Mortgage to be immediately due and payable.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration in accordance with paragraphs 13 and 15 hereof, such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due unless a longer notice period is required under applicable law.

15. Acceleration; Remedies. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage and subject to orders of acceleration in accordance with paragraphs 13 and 14 hereof, Mortgagee, at Mortgagee'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 or take such other legal action as Mortgagee may deem appropriate. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees incurred in legal proceedings to collect a loan or to realize on a security after default, and costs of documentary evidence, abstracts and title reports.

16. Assignment of Rents; Appointment of Receiver; Mortgagee in Possession. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagee shall, prior to acceleration under paragraph 15 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 15 hereof or abandonment of the Property, Mortgagee, 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 then due. All rents collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Property and collection of taxes, 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. Mortgagee and the receiver shall be liable to account only for those rents actually received.

17. Mortgagor Liability. If a Mortgagor signs this Mortgage or does not sign the instrument creating the debt, that Mortgagor is signing only to transfer that person's rights in the property to Mortgagee to induce Mortgagee to extend credit to the Mortgagor signing, he or she or other evidence of indebtedness. The person signing the Mortgage but not the rate or other evidence of indebtedness is not personally obligated to make any payments under this Mortgage or the evidence of indebtedness and cannot be sued for a deficiency judgment. Mortgagee's remedy as to such person is limited to a sale of the property described in this Mortgage and an application of the proceeds of such sale in the manner described in this Mortgage.

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8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking of the Property, or part thereof, or for conveyance in lieu of condemnation, shall be paid to Mortgagee.

7. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagee notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

6. **Protection of Mortgagee's Security.** If Mortgagee fails to perform the covenants and agreements contained in this Mortgage, or if any other instrument or determination of the Property:

5. **Preservation and Maintenance of Property.** Mortgagee shall keep the Property in good repair and shall not commit waste or prevent acquisition of the Property prior to a sale or acquisition shall owe to Mortgagee to the extent of the same incurred by this Mortgage immediately prior to such sale or acquisition.

4. **Insurance.** Mortgagee shall keep the Property insured against fire and theft by a fire and theft insurance policy or policies which shall be in full force and effect at all times during the term of this Mortgage. The insurance shall be maintained by Mortgagee and shall be payable to Mortgagee as beneficiary.

3. **Application of Payments.** Unless otherwise applicable law provides otherwise, all payments received by Mortgagee under the Note shall be applied by Mortgagee first to the interest due on the Note, then to the principal of the Note, then to the cost of interest payable on the Note, then to the principal of the Note.

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1. **Payment of Principal and Interest and Performance of Other Covenants.** Mortgagee shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, as provided in the Note. Mortgagee shall perform all other promises set forth in the Note.

Mortgagee and Mortgagee agree to the following:

Mortgagee covenants that Mortgagee is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Mortgagee is well warranted and defended generally the title to the Property against all claims and demands, subject only to any liens, deductions, assessments or reservations listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property.

Mortgagee shall pay to Mortgagee all payments due on the Note, when due, directly to the payee thereof.

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