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Notes & Substantives

This instrument was prepared by:
MID AMERICA FEDERAL SAVINGS & LOAN ASSOCIATION
217 North H Street
Springfield, Illinois 62761
LOAN # 760014354

THIS IS A JUNIOR MORTGAGE

EQUITY Cash Line MORTGAGE

This Mortgage is made this *****24TH***** day of *****MAY***** 19 83, between the Mortgagor, THOMAS P. PERLAN and CYNTHIA L. PERLAN

A/R/A Cynthia L. Cobbs, married to each other (herein "Borrower"), and the Mortgagee, Mid America Federal Savings & Loan Association, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of *****SEVENTY SEVEN THOUSAND AND 00/100***** Dollars, which indebtedness is evidenced by Borrower's Equity Agreement and Promissory Note (herein "Note") providing for periodic payments as called for therein, with the balance of the indebtedness, if not sooner paid, due and payable on *****MARCH 1, 2004*****

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 provide 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:

LOT 20 IN WILSON'S ADDITION TO LA GRANGE PARK, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE LEAD PRINCIPAL MERIDIAN, ACCORDING TO PLAT FILED IN THE RECORDER'S OFFICE AS DOCUMENT NUMBER 69032, IN COOK COUNTY, ILLINOIS.

PIN 15-33-400-018

which has the address of 601 NORTH ROBINHOOD LANE
LA GRANGE PARK ILLINOIS 60525 (herein "Property Address")

Together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and stream stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereof, 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 (if the land is held estate if this Mortgage is on a leasehold) are herein 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, that the Property is unencumbered, except for *****MORTGAGE NO. MID AMERICA FEDERAL IN THE AMOUNT OF \$77,000.00 DATED OCTOBER 16, 1982 AND RECORDED OCTOBER 16, 1982 AS DOCUMENT 2548891***** and that Borrower will warrant and defend generally the title to the property against all other claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

RI-1574

RE TITLE SERVICES

1505233

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1/19/17
IN OFFICIAL STATE

3805259

3805259

JAN 21 11 23
CAROL WUSELEY BRAUN
REGISTRAR OF DEEDS

Subj: _____
Add: _____
Del: _____
Address: _____
Noted: _____
NEAL ESTATE INDEX GROUP
1600 Indus Avenue
Emerson, N. 50201
Order # *R16-1373*

Property

STATE OF ILLINOIS)
COUNTY OF DUKE)
I, LOUISE COOK
Notary Public in and for said county and
state, to hereby certify that THOMAS P. COOK
personally known to me to be the same person(s) who
submitted to the foregoing instrument appeared before me this day
in person, and acknowledged that he had signed and delivered the said instrument as
his free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 15th day of June, 1987.
My Commission expires _____
LOUISE COOK
Notary Public
500060

THOMAS P. COOK
BORROWER
CYNTHIA L. PHELAN M/K/P CYNTHIA L. COOKS
STATE OF ILLINOIS)
COUNTY OF DUKE)

IN WITNESS WHEREOF, Borrower has signed this Mortgage
_____ THOMAS P. COOK
BORROWER
CYNTHIA L. PHELAN M/K/P CYNTHIA L. COOKS
BORROWER

19. Assignment of this 1st mortgage to Lender. Lender, Foreclosure, and all other security interests, Borrower hereby
assigns to Lender the form of this mortgage, provided that Borrower shall, prior to recording, make certain that the
assignment of the Property, have the right to collect and retain such rents as they become due and payable.
Upon any action under Paragraph 18 hereof or management of the Property and at any time prior to the expiration of any
period of grace given following foreclosure, Lender, in person, by agent or by public, if 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 to the costs of management of the Property and collection of its costs of
reasonable attorney's fees and then to the sums secured by this mortgage, but not limited to receiver's fees, profit in on receiver's hands and
these rents or funds received.

20. Release. Upon payment of all sums secured by this mortgage on the expiration date of the Note, or upon written request
of Borrower or the first due date with all sums owing (with paid) Lender shall release this mortgage without charge to
Borrower. Borrower shall pay all costs of recording, if any.

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

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conditions of this Note or of this Mortgage are not being complied with, 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 satisfaction or repair of the Property or to discharge the indebtedness 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 period payments referred to in Paragraph 1 hereof or change the amount of such payments.

9. **Borrower Not Released.** Extension of the time for payment or in full or partial payment of the debt 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 successor in interest. Lender shall not be required to commence proceedings against such the extent of refuse to extend time for payment or otherwise modify payment of amounts secured by this Mortgage because of any demand made by the original Borrower and Borrower's successors in interest.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender of 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 taxes or charges by Lender shall not be a waiver of Lender's right to enforce the maturity of the indebtedness secured by this Mortgage.

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

12. **Assignments and Assign Beneficial Interest; Several Liability; Covenants.** 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. The caption and headings of 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 a certain instance, (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 in writing 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 this manner as provided.

14. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform provisions for national use and non-uniform provisions 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. To the extent that any provision or clause of this Mortgage or the Note conflict with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and the Note are declared to be severable.

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

16. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender'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 purposes, (c) a transfer by devise or descent or by 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, Lender may at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and Borrower or such other person may all expenses incurred by Lender to assume that the lien of this Mortgage and Lender's interest in the Property shall continue unimpaired. If Lender has waived the option to accelerate provided in this Paragraph 16, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of such election in accordance with Paragraph 13 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 19 hereof.

17. **Optional Advances.** This Mortgage secures the repayment of certain sums advanced by the Lender under the Equity Agreement and Promissory Note. Provided Borrower is not in default with respect to any covenant or agreement under the terms of this Mortgage, and the Equity Agreement and Promissory Note, including the covenants to pay when due and to be secured by this Mortgage, Lender is obligated from time to time and upon demand of Borrower to advance such additional sums requested by Borrower up to the total face amount of this Mortgage.

18. **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 mail notice to Borrower as provided in Paragraph 13 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 negotiate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of the 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, whether demanded or not, 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 deposition, evidence, shuttling, and title reports.

19. **Borrower's Right to Redeem.** 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 pay Lender all sums which would be due under this Mortgage had the 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 and pays all expenses as Lender may reasonably require to assume that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligations to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage as if the acceleration never had been declared shall remain in full force and effect as if no acceleration had occurred.

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1. **Payment of Interest and Principal.** Borrower shall promptly pay when due the principal of and interest on the indebtedness secured by this Note, and late and other applicable charges as provided in the Note.

2. **Application of Payments.** Unless applicable law on the Note provides otherwise, all payments received by Lender under this Note and Paragraph 1 hereof shall be applied by Lender first to interest payable on amounts disbursed by Lender under Paragraph 6, then to principal of the amounts disbursed by Lender under Paragraph 6, and then to the principal of the Note.

3. **Change of Ownership.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may arise from this mortgage, and lessorhold payments or gross rents if any, by Borrower making payments, which due directly to the mortgagee. Borrower shall promptly furnish to Lender acceptable evidence, including Paragraph 1 in the event Borrower shall make payment directly to the mortgagee, provided that Borrower shall not be liable for such payments. Borrower shall agree in writing to the obligation of the key or forfeiture of the in a manner acceptable to Lender, or shall in good faith consent such when by, or delay, enforcement of the key or forfeiture of the Property or any part thereof.

4. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard, included within the term "extended coverage", and such other hazards as Lender may require and in such amount and for such periods as Lender, by request, provided, that Lender shall not require, in the amount of such coverage exceed that amount of coverage required to pay the sums secured by this mortgage.

The mortgagee shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurer as agent.

All insurance policies shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of it in form acceptable to Lender. Lender shall have the right to file the policies and renewals hereof, and Borrower shall promptly furnish to Lender all notices and receipts of said premium. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may, at its option, require proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible or if the security of the mortgage is thereby impaired, the insurance proceeds shall be applied to the mortgage. If any, paid to Borrower, if the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is made by Lender to Borrower that the insurance carrier either to restore, or to repair or to pay the sums secured by this mortgage.

Lender's option either to restore, or to repair or to pay the sums secured by this mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of the periodic payments referred to in Paragraph 1 hereof or change the amount of such payments. If under Paragraph 18 hereof the Property is required by Lender, all rights, title and interest of Borrower in and to any insurance policies and in the sums secured by this mortgage immediately prior to such sale or acquisition shall pass to Lender to the extent of the amount of such insurance and amounts of such proceeds shall be incorporated into and shall supplement the covenants and agreements of this mortgage as if the rider were a part hereof.

5. **Performance of Covenants.** If Borrower fails to perform the covenants and agreements in and to the 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 proceedings, or arrangements or proceedings involving a bankruptcy or reorganization, then Lender may, at its option, in order to protect its interest in the Property, cause such sums and take such action as is necessary to project Lender's interest in the Property, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Borrower shall promptly and fully comply with and abide by every term, covenant and condition of any superior mortgage or mortgages presently existing on the Property. A default or delinquency under any superior mortgage or mortgages shall immediately constitute a default under this mortgage. Lender is expressly authorized in its option to advance all sums necessary to keep any superior mortgage or mortgages in good standing, and all sums so advanced, together with the interest thereon, shall be subject to the provisions of this Paragraph 6 of this mortgage. Borrower agrees not to make any agreement, together with the holder of any superior mortgage that in any way will modify, change, alter or extend any of the terms or conditions of that superior mortgage, or shall Borrower request or accept any future advances under that superior mortgage, without the express written consent of Lender.

All amounts disbursed by Lender pursuant to this Paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate applicable from time to time on outstanding principal under the Note under payment of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at the highest rate permitted under applicable law. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder.

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

7. **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 any part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender.

8. **Application of Payments.** In the event of a partial 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 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, 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 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.

9. **Assignment of Proceeds.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender.

RECORDED