

UNOFFICIAL COPY

3811590

MAIL TO

This instrument was prepared by: Kathy C. Hanlon
First Federal Savings of Des Plaines
749 Lee Street Des Plaines, Illinois 60016
(Address)

MORTGAGE

[Handwritten initials]

Not Identified

REI TRS Services # KTS-22

THIS MORTGAGE is made this 27th day of June 1989, between the Mortgagor, George F. Terpstra and Sharon E. Terpstra (married to each other) (Jointly) (herein "Borrower"), and the Mortgagee, First Federal Savings of Des Plaines, a corporation organized and existing under the laws of The United States, whose address is 749 Lee Street Des Plaines, Illinois 60016-6471 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 10,173.00 which indebtedness is evidenced by Borrower's note dated June 27, 1989 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, not sooner paid, due and payable on June 30, 1994;

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 protect 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:

That part of the North 1/2 acre of the West 1/2 of the East 96 acres of the West Half (1/2) of the Southeast Quarter (1/4) of Section 27, Town 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at the Northeast corner of said North 1/2 acre, running thence South along the East line of said North 1/2 acre, being center line of Broadway Avenue, a distance of 257.85 feet; thence West parallel with the North line of said North 1/2 acre, a distance of 83 feet to the place of beginning; thence South parallel with the East line of said North 1/2 acre, a distance of 80 feet; thence West parallel with the North line of said North 1/2 acre a distance of 131.85 feet to the West line of said North 1/2 acre; thence North along said West line of North 1/2 acre, a distance of 80 feet; thence East parallel with the North line of said North 1/2 acre, a distance of 131.85 feet to the place of beginning.

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Permanent Index Number: 09-27-402-026 *et*

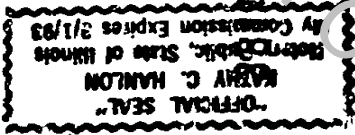
which has the address of 512 North Broadway, Park Ridge, Illinois 60068 (herein "Property Address");
(By City) (By Code)

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; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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REGISTRAR OF TITLES



3814590

Submitted by _____
Address _____
Premised _____
L.L. or Certificate _____
Address _____
Deed or Deed _____
Deed to _____
Address _____
Notified _____

R.E.I.

REAL ESTATE INDEX GROUP
1820 Ridge Avenue
Evanston, IL 60121

Order # 118-20

3-1-93

(My Commission Expires: _____)

(Does under my hand and official seal, this _____ day of _____, 1998)

George F. Terpstra and Sharon E. Terpstra (hereinafter referred to as the "Grantors"), being of legal age, single, and of lawful mind, do hereby certify that they have executed and delivered to the foregoing instrument as their voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, County of _____

George F. Terpstra

Sharon E. Terpstra

In Witness Whereof, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this mortgage to give Notice to Lender, at Lender's address set forth on page one of this mortgage, of any default under the reported encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

21. Notwithstanding to whomsoever, Borrower hereby waives all right of foreclosure exemption in the Property.
26. Release. Upon payment of all sums secured by this mortgage, Lender shall release this mortgage without account only for those sums actually received.
Upon recording under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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. The receiver shall be liable to borrower for those rents actually received.

10. Borrower Not to Surrender or Release Property. The right of the Lender to demand payment or modification of 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. 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 be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is 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) is not personally liable on the Note or under this Mortgage, and (c) agrees 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 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.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with 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 this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" 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 of the recitation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses 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 subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not constituting an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transfer 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.

If 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 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 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 on the sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 reinstate after acceleration and the right to contest in the foreclosure proceeding the nonexistence of a default or any other defense of 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 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 attorneys' 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 attorneys' 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.

19. Assignment of Rents; Appointment of Receiver. As 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, have the right to collect and retain such rents as they become due and payable.

ment with a lien which has priority over this Mortgage. hereby assigned and shall be subject to the terms of any mortgage deed or other security agreement, any condemnation or other claim for damages, direct or consequential, in connection with the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with the Property shall be paid to the Lender. Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor provided that Lender may make or cause to be made reasonable entries upon and inspections of the Property.

8. Expenses. Lender may make or cause to be made reasonable entries upon and inspections of the Property. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Any amounts disbursed by Lender pursuant to this paragraph shall be payable upon notice from Lender to Borrower or requesting payment therefrom. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower or requesting payment therefrom.

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, then Lender, at its option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as it may deem necessary to protect Lender's interest in the Mortgage. Lender shall keep the Property in good repair and shall not commit waste or partial impairment or deterioration of the Property and shall comply with the provisions of any lease of any part of the Property.

6. Preservation and Maintenance of Property. Lender shall keep the Property in good repair and shall not commit waste or partial impairment or deterioration of the Property and shall comply with the provisions of any lease of any part of the Property. Lender shall also maintain and repair the Property or to the extent secured by this Mortgage.

5. Hazard Insurance. Borrower shall keep the Property insured with the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The insurance contract providing the insurance shall be chosen by Lender subject to approval by Lender. The insurance shall not be unreasonably withheld. All insurance policies and renewal thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender.

4. Prior Mortgage and Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's obligations to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this mortgage, and household payments or ground rents, if any.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under this Mortgage shall be applied to the debt secured by this Mortgage in the order of priority set forth in this Mortgage. Lender shall apply, no later than ten days prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender.

2. Funds for Taxes and Interest. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender the dry monthly payments of principal and interest on the Note, until the Note is paid in full. Lender shall apply the Funds to pay said taxes, assessments, mortgage premiums and ground rents, and applying the Funds, analyzing and account or writing and compiling said assessments and bills, unless Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and under such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are held as additional security for the sums secured by this Mortgage.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the Note, until the Note is paid in full. Lender shall apply the Funds to pay said taxes, assessments, mortgage premiums and ground rents, and applying the Funds, analyzing and account or writing and compiling said assessments and bills, unless Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and under such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are held as additional security for the sums secured by this Mortgage.

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