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This instrument was prepared by

Florence Omasta

(Name)

9200 South Commercial Avenue

(Address)

Chicago, Illinois 60617

MORTGAGE

THIS MORTGAGE is made this 4th day of August 1989 between the Mortgagor Clarence Bear married to Beatrice Peter and Freddie Savage, Jr. (herein "Borrower"), and the Mortgagee, South Chicago Savings Bank a corporation organized and existing under the laws of Illinois whose address is 9200 South Commercial Avenue Chicago, Illinois 60617 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS which indebtedness is evidenced by Borrower's note dated AUGUST 11, 1989 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on AUGUST 8, 1999

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:

The West 12 1/2 feet of Lot 32, all of lot 33 and 34 (except the West 15 feet thereof) in Block 47 in S.E. Gross' 4th Addition to Dauphin Park, being a subdivision in Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 25-03-207-026-0000

Commonly known as 732 E. 92nd Street, Chicago, IL

which has the address of 732 E. 92nd Street Chicago Illinois 60619 (Street) (City) (State) (Zip Code) (herein "Property Address");

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 household estate if this Mortgage is on a leasehold or the Borrower's interest as contract purchaser if this mortgage is on such interest) and 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 encumbrance 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.

UNIFORM COVENANTS: Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on any monthly payments of principal and interest are payable under the Note, until the Note is paid in full, an amount (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium or planned unit development assessments, if any) which in any event attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all a reasonably estimated initially and from time to time by Lender on the basis of assessments and bills or reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

NOTE IDENTIFIED

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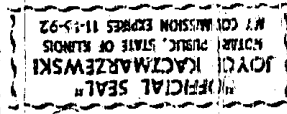
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Submitted by _____
 Address _____
 Promised _____
 Deliver certif. to _____
 Address _____
 Deliver duplicate Trust _____
 Deed to _____
 Address _____
 Notified _____

11/17/92
 11/17/92
 11/17/92



Joyce Kaczmarzewski
 Notary Public

NOVEMBER 16, 1992

My (commission expires):

Given under my hand and official seal, this

4th day of AUGUST 19 89

purposes herein set forth.

signed and delivered the said instrument as their free voluntary act, for the uses and

personally known to me to be the same person(s) whose name(s) at _____

certify that Clarence Peter Bessie Peter and Tedde Savage, Jr. married to Verna

A Notary Public in and for said county and state, do hereby

County: Cook

STATE OF ILLINOIS

- Borrower

- Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

which has priority over this Mortgage to Lender, at Lender's address set forth on page one of

Borrower and Lender request in holder of any mortgage, deed of trust or other encumbrance with a lien

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

21. Waiver of Homestead. Borrower hereby waives any right of homestead exemption in the property.

20. 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.

19. Assignment of Rents. Appointment of Receiver. 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.

Upon acceleration 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 col-

lect 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 attorneys' fees, and then to the sums secured by

this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. Acceleration. If Borrower fails to pay any installment due under this Mortgage, or if any other event

occurs which causes acceleration of this Mortgage, then the entire principal amount of this Mortgage, together

with interest thereon, shall become immediately due and payable.

Property of [unclear] Official

8. Inspection. Lender may make or cause to be made reasonable entries and inspection of the Property, provided that Lender shall be bound to pay for any such inspection and for any reasonable cause thereunder.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the note rate, 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. Nothing contained in this paragraph 7 shall require Lender to incur any expense or to take any action hereunder.

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 Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. Lender shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

6. Preservation and Maintenance of Property. Leaseholds, Condominiums, Planned Unit Developments, or other interests in the Property shall be maintained in good repair and shall not be subject to partial impairment or deterioration of the property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consistent with the documents.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within 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 carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals 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. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restore or repair of the Property or to the sums secured by this Mortgage.

4. Prior Mortgages and Deeds of Trust; Charges; 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, or Borrower's obligations under his contract to purchase the property, 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 be paid or levied over this Mortgage, and leasehold payments or ground rents, if any. Failure by Borrower to make any of such payments shall be a default under this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly fund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Mortgage. None of the foregoing in this Section 2 shall be applicable if and to the extent that such payments are required under the provisions of any Mortgage or Trust Deed the lien of which is superior to the lien hereof.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower, on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rent as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying said compiling said assessments, bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless 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 debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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therefor related to Lender's interest in the Property.

9. 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 part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for 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 or 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 law 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 confirmed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other agreement which Borrower enters into with 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. It shall be an event of default under this Mortgage, if Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, or (b) a transfer by devise, descent, or by operation to an occupant of the Property, upon the death of a joint tenant. Upon such default, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Borrower 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. In any event Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

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 or the Note secured hereby, including the covenants to pay when due any 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. This notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert 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 attorney's 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 accelera-

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