

UNOFFICIAL COPY

MORTGAGE

4701235

THIS MORTGAGE is made this 20th day of November, 1989, between the Mortgagor, FRANCIS J. LOUNSBERRY MARRIED TO JANE E. PARSONS

(herein "Borrower"), and the Mortgagee, Old Stone Credit Corporation of Illinois, a corporation organized and existing under the laws of Illinois whose address is

201 E. WOODFIELD RD. STE. 600 SCHLAUSBURG, ILLINOIS 60172 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 10000.00, which indebtedness is evidenced by Borrower's note dated November 20, 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 December 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 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 SOUTH 18 FEET OF LOT 27 AND LOT 28 (EXCEPT THE SOUTH 33 FEET THEREOF) IN BLOCK 3 IN WILLIAM H. WILLIAMS SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT PARCEL NUMBER: 20-36-414-002

TORRENS CERTIFICATE#

which has the address of 2005 S. OGLESBY CHICAGO, IL (Street) (City) Illinois 60617 (herein "Property Address"); (Zip 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.

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 the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may 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 as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and 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.

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

897625

Note FD

3843353

# UNOFFICIAL COPY

rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and 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.

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 rents 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.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund 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.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 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.

**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, including Borrower's covenants 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 leasehold payments or ground rents, if any.

**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 restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit 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 Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**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 attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower 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.

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 take any action hereunder.

**8. Inspection.** 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 reasonable cause 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 by reason of any demand made by the original Borrower and Borrower's successors...

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...

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...

13. Government Law; Sovereignty. 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 Not conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Not which can be given effect without the conflicting provision, and to this end...

14. Borrower's Copy. Borrower shall be furnished a conformed 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 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 all 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 or a Beneficial Interest in the Property. If all or any part of the Property or an interest therein is sold or transferred by Borrower or if a beneficial interest in the Property is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity, without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the Property, (b) the creation of a purchase money security interest for household appliances (c) a transfer by devise, 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 Security Instrument to be immediately due and payable.

17. Acceleration. 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 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 assent to the foreclosure proceedings, including the nonexistence of a default or any other defense of Borrower which may be asserted in a judicial proceeding.

18. Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows: Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

3843353

RECEIVED BY CREDIT 100  
10/25/88 10:58 AM

80173

SCHAUERBURG, ILLINOIS  
1701 E. WOODFIELD RD - STE 610

Please return to: SCHAUERBURG

(Space Below This Line Reserved for Lender and Recorder)

Notary Public, State of Illinois  
My Commission Expires 12/30/90  
DEBORAH L. BEEBE

Notary Public  
DEBORAH L. BEEBE

**OFFICIAL SEAL**  
DEBORAH L. BEEBE  
Notary Public, State of Illinois  
My Commission Expires 12/30/90

Given under my hand and official seal, this 20th day of November, 1989.

My Commission Expires:

I, DEBORAH L. BEEBE, a Notary Public in and for said county and state, do hereby certify that FRANCIS I. TOWNSEND, MARRIED TO JAMES PARIS, is identified to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free voluntary act, for the uses and purposes therein set forth.

*James Paris Townsend*  
James Paris Townsend

JAMES PARIS is executing this mortgage for the sole purpose of waiving his homestead rights and is not obligated to repay this loan.

Borrower

FRANCIS I. TOWNSEND

Borrower

*Francis I. Townsend*  
Francis I. Townsend

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 superior encumbrance and of any sale or other foreclosure action.

### REQUEST FOR NOTICE OF DEFAULT AND/ OR CLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property without charge to Borrower. Borrower shall pay all costs of recording, if any.

20. Release. Upon payment of all sums secured by this mortgage, Lender shall release this mortgage actually received. Then to the sums secured by this mortgage. The receiver shall be liable to account only for those rents but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and applied first to payment of the costs of management of the Property and collection of rents, including collect the rents of the Property including those past due. All rents collected by the receiver shall be to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled as they become due and payable.

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 obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this mortgage and the Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this mortgage as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees, and enforcing the covenants and agreements of Borrower contained in this mortgage, and in enforcing Lender's remedies contained in this mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in and no acceleration occurred; (d) Borrower cures all breaches of any other covenants or agreements of Mortgage 17: (a) Borrower pays Lender all sums which would be then due under this mortgage and the Note Lender to enforce this mortgage discontinued at any time prior to the entry of a judgment enforcing this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceeding begun by 10. Borrower's right to reinstatement. Notwithstanding acceleration of the sums secured by this mortgage, but not limited to, reasonable attorneys' fees and costs of documentary, evidence, abstracts, including title reports.

3843353  
2/10/24

Borrower to acceleration and foreclosure...  
Decided  
Admitted  
Notified  
Address  
Property  
Delivered  
Action

COMMUNITY TITLE COMPANY CO.  
377 E. Butterfield Rd., Suite 100  
Galesburg, Illinois 60148  
800-222-1365