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~~This instrument was prepared by:~~

M. BUIKENES

M. BURGESS
8205 WEST 85 STREET

8705 WEST 95 STREET
HICKORY HILLS, IL 60452

• 10 •

MORTGAGE

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 18102.49
which indebtedness is evidenced by Borrower's note dated . . . 12-17-90 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 . . . 12-21-95

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:

LOT 60 IN JONES SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 AND
PART OF LOT 12 DUVAN'S ROB ROY COMMERCIAL SUBDIVISION OF PART OF THE WEST 1/2
OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED JUNE 11, 1986 AS
DOCUMENT NUMBER LR3522117, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO: 28-17-302-043

which has the address of . . . 15747 S. RIDGELAND, OAK FOREST

[Sheet 1]

{Cfr}

Illinois . . . 60452 (herein "Property Address")
[Zip Code]

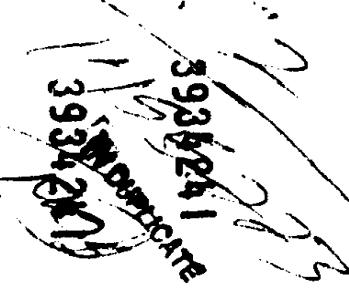
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate 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.

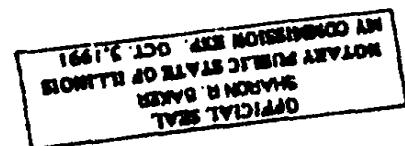
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Address	Submitted by
P.O. BOX 242424	
Delivery point	
HICKORY HILL, ST. LOUIS, MO 63124	
COMMERCIAL CREDIT	
PLEASE RETURN TO: COMMERCIAL CREDIT	
NOTICE	
RECORDED	

10 DEC 21 PM 12:14
ROL MOSELEY, R.M.
REGISTRAR OF TITLES



(Space Below This Line Reserved for Lawyer and Recorder)



My Commission expires:

Given under my hand and official seal, this day of DECEMBER, 1990.

THE LA free voluntary act, for the uses and purposes herein set forth,
I, SHARON R. BAKER, and CLORIA GILLIGERT, HIS WIFE AS JOINT TENANTS
personally known to me to be the same persons, whose names I, above,
appreciated before me this day in person, and acknowledge that I, the X, signed and delivered the foregoing instrument as
JOHN G. CALBERT, AND CLORIA GILLIGERT, HIS WIFE AS JOINT TENANTS
a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS, COOK County, County ss:

Borrower:

Borrower:

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
defaulted under the superior encumbrance and of any sale or other foreclosure action.

MORTGAGES OR DEEDS OF TRUST

AND FORECLOSURE UNDER SUPERIOR

REQUEST FOR NOTICE OF DEFALUT

20. Releasee. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for those rents actually received.
21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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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 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 or after recordation 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 or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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 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 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 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.

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 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

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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 convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender directly or to Lender's attorney in my name, or to other security agree.

provided that Landlord shall give Barrower notice prior to any such inspection specifying reasonable cause therefor.

Nothing contained in this paragraph shall require Lender to incur any expense to take any action hereunder.

In consideration of payment, such amounts shall be payable upon notice to Borrower requesting payment thereof,

8. In addition, Lender may make or cause to be made reasonable entries upon and inspect specimens of the Property,

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.

maturing such insurance in effect until such time as the requirement for such insurance terminates in accordance with Lender's written agreement or applicable law.

7. Protection of Lender's Security. If Borrower fails to perform the foregoing and agreements contained in this Note, Lender may exercise all rights and remedies available to it under applicable law.

decentralization or devolution of governments creating the condominium of planned unit development, like by-laws and regulations.

6. **Preservation and Maintenance of Properties; Leaseholders' Condominium Planned Unit Development, Bar-**
power shall keep the property in good repair and shall not commit waste or permit misappropriation of the
property and shall comply with the provisions of any lease if this Mortgage is so leased. If this Mo-

authorised to collect by Lender to Borrower (that the insurance carrier offers to settle a claim for immediate benefits). Lender is authorised to collect by Lender to Borrower (that the insurance proceeds of Lender's option either to restore or to accept of the property of to the sums secured by this Mortgage).

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender's written 30 days from the date of loss it has made promptly by Borrower.

The insurance carrier providing the insurance shall be chosen by the voter subject to approval by the Leander Board of Education.

measured kilograms loss of wheat, rye, barley, maize, sorghum, cassava, millet, corn, and such other cereals as cereals may require and in such amounts and for such periods as Lender may designate.

3. Hazardous Substances. Borrower shall keep the improvements now existing or hereafter erected on the Property

Under any mortgage, debt of trust or other security agreement with a lender has priority over the mortgagee's claim.

the Note and paragraphs 1 and 2 hereof shall be applied by learned first in payment of amounts payable to learned by the Note under paragraph 2 hereof, when 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 refund to Borrower any funds held by Lender. If under paragraph 1, paragraph 2 or paragraph 3, Lender shall receive more than it is entitled to, Lender shall apply the extra amount to the principal balance of the Note.

If the amount due, or the funds held by Landlord, 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, Landlord may require payment of the same.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits of accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply and appropriate the Funds, and any said account of verifying and compiling said assessments and bills, unless Lender pays Borrower the Funds, and any said account of verifying and compiling said assessments and bills, unless Lender pays Borrower any 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 Note to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Note to make such a charge.

such payments of funds to lenders 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.

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 property, if any, plus one-twelfth of yearly premium insurance) over this Mortgagor's development easements, if any) which may affect Plaintiff's title to the property over which Plaintiff has granted rights to Mortgagor under the terms of the easement.

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.