

# UNOFFICIAL COPY

12-50853-02

3956732

This instrument was prepared by:

RICHARD J. JAHNS  
(Name)

5133 W. FULLERTON AVENUE  
(Address)

CHICAGO, IL 60639

## MORTGAGE

THIS MORTGAGE is made this 9TH day of APRIL 1991, between the Mortgagor, DONALD G. DAVIS AND CATHERINE C. HODGE DAVIS, HUSBAND AND WIFE

(herein "Borrower"), and the Mortgagee, CRAGIN FEDERAL BANK FOR SAVINGS, a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, whose address is 5133 WEST FULLERTON - CHICAGO, IL 60639 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWO HUNDRED FORTY-TWO THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 9, 1991 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 1, 2021

TO SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 21 IN BLOCK 2B, IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION OF SECTIONS 17 AND 18, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX #05-18-212-032 \*

05-18-212-032

which has the address of 1485 SCOTT AVE, WINNETKA  
(Street) (City)  
IL 60093 (herein "Property Address");  
(State and Zip Code)

TOGETHER with all the 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 water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 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, and that Borrower will warrant and defend generally the title to the Property against all 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.

NOTE IDENTIFIED  
REF# C-467714 207302

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1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest as 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 which may attach prior to the due date of the Note, plus one-twelfth of the yearly premium installments for hazard insurance, plus one-twelfth of the yearly premium 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.

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, then to the principal of the Note, and then to interest and principal on any future advances.

4. Charges, Loans, Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach in priority over this Mortgage, and leasehold payments or ground rents, if any, in the amount provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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 amount and for such period as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. 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 premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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. 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 and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage is impaired, the insurance proceeds shall be applied to the sums secured by this 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 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. Lendholders, 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 covenants, conditions and restrictions of the condominium or planned unit development which are recorded together with this Mortgage, the covenants and agreements of development which is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such plan or subdivision which are recorded together with this Mortgage, the covenants and agreements of this Mortgage as if such plan or subdivision were a part hereof.

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, including, but not limited to, eminent domain, involuntary, code enforcement, or arrangements involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. 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 the rider were a part hereof.

8. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest as 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 which may attach prior to the due date of the Note, plus one-twelfth of the yearly premium installments for hazard insurance, plus one-twelfth of the yearly premium 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.

9. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest as 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 which may attach prior to the due date of the Note, plus one-twelfth of the yearly premium installments for hazard insurance, plus one-twelfth of the yearly premium 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.

10. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest as 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 which may attach prior to the due date of the Note, plus one-twelfth of the yearly premium installments for hazard insurance, plus one-twelfth of the yearly premium 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.

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\* or if Borrower ceases to occupy the property as his/her principal residence

Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time.

19. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, costs of documentary evidence, abstracts and title reports.

collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and

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 by judicial proceeding. Lender shall be entitled to

defense of Borrower to acceleration and foreclosure. If the branch is not cured on or before the date specified in the

notice after acceleration and the right to assert in the foreclosure proceeding (the non-existence of a default) or any other

defense of Borrower to acceleration and foreclosure. The notice shall further inform Borrower of the right to reinstate

before the date specified in the notice. If the notice may result in acceleration of the sums secured by this Mortgage, foreclosure

the notice is mailed to Borrower, by which such branch must be cured; and (4) that failure to cure such branch on or

specifying: (1) the branch; (2) the action required to cure such branch; (3) a date, not less than 30 days from the date

this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

without further notice on Borrower, invoke any remedies permitted by paragraph 18 hereof.

paragraph 14 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,

11 Lender exercises such option to accelerate, Lender shall provide notice of acceleration to Borrower in accordance with

agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption

of the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. Lender has waived the

Property is to be sold or transferred in writing that the credit of such person is satisfactory to Lender and that

payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the

option to transfer. Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and

operation of law upon the death of a joint tenant or tenant in common, or if the person to whom the sums are payable

by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to the

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred

execution or after recitation hereof.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of

and the Note are declared to be severable.

Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage

provision or clause of this Mortgage or the Note conflict with applicable law, such conflict shall not affect other provisions of the

property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any

one and non-uniform covenants with limited exceptions by jurisdiction to constitute a uniform security instrument governing real

15. Uniform Mortgage; Governing Law; Sovereignty. This form of mortgage combines uniform covenants for national

Borrower or Lender (when given in the manner designated hereof).

obligate by notice to Borrower as provided hereof. Any notice given for in this Mortgage shall be deemed to have been given to

shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may

Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender

provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower

provisions hereof.

caption and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the

subpart to the provisions of paragraph 17 hereof, in covenants and agreements of Borrower shall be joint and several. The

contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower,

13. Successors and Assigns; Joint and Several Liability; Covenants. The covenants and agreements herein

remedy under this Mortgage or afforded by law or equity, and may be exercised jointly, independently or successively.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or

exercise the maturity of the indebtedness secured by this Mortgage.

provement of insurance or the payment of taxes or other fees or charges by Lender shall not be a waiver of Lender's right to

otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The

11. Forfeiture by Lender Not a Waiver. Any foreclosure by Lender in exercising any right or remedy hereunder, or

reason of any default made by the original Borrower and Borrower's successor in interest.

of the original Borrower and Borrower's successor in interest. Lender shall not be required to commence proceedings against

10. Borrower Not Released. 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 successor in interest. Lender shall not be required to commence proceedings against

which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of

the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

11. The Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make an

ward or settle for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed,

sums secured by this Mortgage.

12. Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or

13. Partial Payment. Extension of the time for payment or modification of amortization of the sums secured by

such amount of such

9. Contamination. The proceeds of any award or claim for damages, direct or consequential, in connection with any

the Property.

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.

10. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the

except, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in

writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion

which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of

the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

11. The Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make an

ward or settle for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed,

sums secured by this Mortgage.

12. Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or

13. Partial Payment. Extension of the time for payment or modification of amortization of the sums secured by

such amount of such

9. Contamination. The proceeds of any award or claim for damages, direct or consequential, in connection with any

the Property.

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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, 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 18 hereof, including, but not limited to, reasonable attorney's 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.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 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 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially 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 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. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus U.S. \$ 48400.00

22. 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.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Donald G. Davis Catherine C. Hodge Davis  
 DONALD G. DAVIS Borrower CATHERINE C. HODGE DAVIS -Borrower  
 \_\_\_\_\_ -Borrower \_\_\_\_\_ -Borrower  
 \_\_\_\_\_ -Borrower \_\_\_\_\_ -Borrower

STATE OF ILLINOIS, Cook County, ss:  
Rochelle Greig Notary Public in and for said county and state, do hereby certify that  
DONALD G. DAVIS AND CATHERINE C. HODGE DAVIS, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9TH day of APRIL, 19 91  
My Commission expires:

Rochelle Greig  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 3/27/92  
 Notary Public

Application Number: 12-30650  
**3956732**

**3956732**

APR 15 8 2 20  
 REGISTER OF TITLES  
 Loan Number: POCAR  
 Space Below This Line Reserved For Lender and Recorder

Deed to	
Address	
Notified	
Delivered to Trust	
Account	
Order #	<u>R. E. I. NEFF</u>

REAL ESTATE INDEX GROUP  
 1630 Ridge Avenue  
 Evanston, IL 60201  
Order # C-46711

RETURN TO BOX 403  
**3956732**