

Maithi + Joseph By

Any amounts disbursed by Lender pursuant to this paragraph 6, 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 6 shall require Lender to incur any expense or take any action hereunder.

6. 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.

5. 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.

4. 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.

3. 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 attach to the Property which may attach to the Property or ground rents, if any.

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

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.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

Borrower covenants that Borrower is fully 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.

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 fully 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.

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,000.00, which indebtedness is evidenced by Borrower's note dated August 5, 1991 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 9, 1996;

THIS MORTGAGE ("Mortgage") is made this 5th day of August 19 91 between Mortgage, Larry A. Obermeyer, his wife ("Borrower") and Cheryl Obermeyer, and the Mortgage, Citibank, Federal Savings Bank, a corporation organized and existing under the laws of the United States, One South Dearborn Street, Chicago, Illinois 60603 ("Lender").

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:

NOTE IDENTIFIED

990175-5

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MORTGAGE PREFERRED LOAN

Ref. No.: 28002018081

3985798

6625863



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PROBATION

those rents actually received. Upon acceleration under paragraph 16 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 account only for

the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, including, but not limited to, reasonable attorney's fees, and (d) Borrower takes such action as provided in paragraph 16 hereof, including, but not limited to, reasonable attorney's fees, and (e) Borrower agrees to execute and deliver to Lender all documents and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any discontinue at any time prior to entry of a judgment enforcing this Mortgage; (a) Borrower pays Lender all sums which Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage

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

entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Lender shall be before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or shall further inform Borrower of the right to reinstate after acceleration and the right to assign the foreclosure proceedings acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in 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 agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender or

16. Acceleration; Remedies. Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:  
permitted by this Mortgage without further notice or demand on Borrower.  
not less than thirty (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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal laws as of the date of this Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this

15. Transfer of the Property or a Beneficial Interest. If all or any part of the Property or an 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 made to the Property.  
defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements

14. 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

13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution of after recordation hereof.  
include all sums to the extent not prohibited by applicable law or limited herein.

12. Governing Law; Venue. 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 of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage and 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 "attorney's fees"

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

10. 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 15 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, forebear, 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.

9. 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 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.

8. 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.

7. 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 therefore related to Lender's interest in the Property.

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Notary Public Official Seal  
MARGERY MELGARD  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/14/93  
Commission Expires: 5-14-93  
Space Below This Line Reserved For Lender and Recorder

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LARRY A. OBERMEYER, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
Given under my hand and official seal, this 5th day of August, 1991

Larry A. Obermeyer  
Borrower  
County of Cook  
State of Illinois  
HIS WIFE  
Cheryl Obermeyer  
Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage under the superior encumbrance and of any sale or other foreclosure action.  
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

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

19. 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.  
20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.



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*152/1997*  
*156/1997*

IN DUPLICATE

3985798

AUG -6 PM 2:10

CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

Submitted by \_\_\_\_\_  
Address **3985798** \_\_\_\_\_  
Frontage \_\_\_\_\_  
Declarer cert. to \_\_\_\_\_  
Address **3985798** \_\_\_\_\_  
Declarer cert. to Trust \_\_\_\_\_  
Deed to \_\_\_\_\_  
Address \_\_\_\_\_  
Notified \_\_\_\_\_  
C.T.I./SUKALQ

*CTI*  
*990175*