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0416040061

Eugene "Gene" Moore Fee: \$34.00 Cook County Recorder of Deeds Date: 06/08/2004 08:18 AM Pg: 1 of 6

[Space Above This Line For Recording Data]

88-1005898

MORTGAGE

HIS IS A FUTURE ADVANCE MORTGAGE***

THIS MORTGAGE ("Security Instrument", is given on MAY 24, 2004 The mortgagor is NANCY A. CRANDALL, AN UNMARRIED WOMAN

NORTH FEDERAL SIVINGS BANK Security Instrument is given to is organized and existing under the laws of the United States of America is 100 WEST NORTH AVENUE, CHICAGO IL 6061 ("Lender"). Borrower has entered into a Revolving Credit Line TWENTY-FOURTH day of MAX

("Contract") with Lender as of , 2004 - , under the

("Borrower"). This

, and whose address

, which

***MAXIMUM PRINCIPAL AMOUNT (EXCLUDING terms of which Borrower may, from time to time, obtain advances not to exceed at any time, a

PROTECTIVE ADVANCES)*** of FIFTY THOUSAND AND NO CENTS

) ("Credit Limit"). Any party interested in the details related to Lender's continuing obligation to make advances to Borrower is advised to consult directly with Lender. This Security Instrument secures to Lender: (a) the repayment of the debt under the Contract, with interest, including future advances, and all renewals, extensions and modifications of the Contract; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument; and (c) the performance of B in ower's covenants and agreements under this Security Instrument and the Contract. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

THE EAST 16 2/3 FEET OF LOT 34 AND THE WEST 16 2/3 FEET OF LOT 33 IN BLOCK 1 IN THE SUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTH 25 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. # 14-05-122-040-0000

Real Estate Index

which has the address of

1318 W. GLENLAKE AVENUE

CHICAGO

[Street]

[City]

Illinois

60660-2506

("Property Address");

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

By initialing, I acknowledge this is page 1 of 6 of the Mortgage.

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BORROWER COVENANTS that Borrower is lawfully selsed of the state he ely car veved and has the join to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Other Charges. Borrower shall promptly pay when due the principal of and interest on the debt owed under the Contract and any late charges or any other fees and charges due under the Contract.
- 2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At the request of Lender, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority to Lender subordinating the lien to his Security Instrument, Lender secur

3. Hazard or Property 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be acceptable to Lends, and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, ender that the insurance carrier has offered to settle a Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a Borrowe

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any payments due under the Contract or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any payments due under the Contract or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any payments and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lenuer to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

4. Preservation, Maintenance and Protection of the Property. Borrower shall not destroy, damage or impair tor, Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civ. or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

By initialing, I acknowledge this is page 2 of 6

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5. Protection of Lender's Rights in the Property. If Borrower and toperform the coverants and a rements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or or there is a legal proceeding that may significantly affect Lender's rights in the Property or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property over this Security Instrument, appearing in court, paying the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying the Property.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate assessed on advances under the Contract and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 6. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise is equal to or greater than the amount of the cums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market va

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secure? by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of such payments.

- 8. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence provedings against any successor in interest or refuse to extend Borrower or Borrower's successors in interest. Lender shall not be security Instrument by the interest of any demand made by the original Borrower or time for payment or otherwise modify amortization of the sums secured by this Security Instrument by the security and the exercise of any right Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreen ents of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's co-signing this Security joint and several. Any Borrower who co-signs this Security Instrument but has no personal liability under the Contract. (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower's consent.

By initialing, I acknowledge this is page 3 of 6

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of the Mortgage.

- 10. Loan Charges. If the loan secured by this Seedrity Instrument's subject to a law which sets not immumate an charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Contract or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Contract.
- 11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 12. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Contract conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Contract which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Contract are declared to be severable.
 - 13. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.
- 14. Transfer of the Property or a Ben stiplal 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, 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 of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower metics 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 at soms secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 15. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other pariod as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Contract as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, Lender's rights in reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is

As in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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of the Mortgage.	Compliance Systems, Inc. To Order: Call 600-968-8522 Fex 616-956-1868

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- 17. Acceleration; Remedies. Lender snall give notice to Berrower grior to acceleration following borrower's breach of any covenant or agreement in this Security Instrument or the Contract under which acceleration is permitted (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
 - 18. Release. Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Contract, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.
 - Docht Of Cook Colling Clark's Office 19. Waiver of Homestani. Borrower waives all right of homestead exemption in the Property.
 - 20. Optional Provision(s).

JM (Initials By initialing, I acknowledge this is page 5 of 6 Initials Initials Initials Compliance Systems, Inc of the Mortgage.

0416040061 Page: 6 of 6

Witnesses: .		
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	NANCY A. CRANDALL	-Borr
		-Born
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STATE OF 1661 NOIS		
STATE OF 10017)ss:	
COUNTY OF COOK)ss:	
		, before me persona
On the came NANCY A. CRANDALL, AN	24th day of MAY, 2004 UNMARRIED WOMAN , to me kn	own to be the individual(s) describ
in and who executed the foregoing instrumen	t and acknowledged to me that executed the same.	O _{sc}
	1,	Kille Tell
	6-8-05 W	mus ky.
My commission expires:		Notary Pub
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This instrument was prepared by: JUANA QUIROZ NORTH FEDERAL SAVINGS I	After recording return to:	. SAVINGS BANK

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