

Mail to:

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This document prepared by and should be returned to:
Kenneth R. Heinemann
Loan Officer
Oak Bark Wroth & Cavings Bark

Oak Park Trust & Savings Bank Village Mall Plaza Oak Park, Illinois 60301 9 7

85301897

- [Space Above This Line For Recording Data] -

MORTGAGE

Lot 2 (except the South 28 (et and the North 50 feet thereof) and (except the West 8 feet thereof for alley) in Block 7 in Mills and Sons Green Field Subdivision of Section 36, Towishin 40 North, Range 12 Bast of the Third Principal Meridian, according to the plat thereof recorded, May 25 1915 as Document 5641206 in Cook Count, Illinois.

Permanent Tax 10 #12-36-113-035

THIS MORTGAGE IS A SECOND MORTGAGE

which has the address of	2034 77th Avenue	Elmwood Park
2 A 1 T	[Street]	[City]
Illinois 60635	("Property Address");	
17:- C-4		

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 rights and stock and all 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."

BORROWER COVENANTS that Borrower is lawfully seised 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.



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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Any amounts disbursed by Lender under this paragraph a shall become additional debt of Borrower, secured by this observative amounts shall bear interest from

Lender may take action under this paragraphy. Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys fees and entering on the Property to make repairs. Although Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation of to enforce laws of regulations, then Lender and pay for whatever is necessary to protect the value of the grapery and Lender strights are property. Lender a actions may include paying any sums secured by a lien which has priority over thus Security covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Protection of Lender's Rights in the Property, Mortgage Insurance. If Borrower fails to perform the

Borrower shall comply with the provisions of the lease and it Borrower analized title to the Property, the leasehold and feetitle shall not merge unless Lender agrees to the merger in writing.

Instrumantimitediately prior to the acquisition; Host I is any the Metal policies W. 1001 F.36 of substantially change its property, allow the Property To deteriorate of commit waste. If this Security Instrument is on a leasehold.

from damage to the Property prior to the acquistion shall pass to Dender to the extent of the survey curged by this Security When the holice is given: housedby payments ages in writing, any application of proceeds to interpolation of the bostpone date of the monthly payments referred to in paragraphs lands proceeds to interpolation of proceeds resulting under paragraphs of the are of the monthly payments referred to in paragraphs lands or cancerpolate and so the proceeds resulting under paragraphs when Proceeds it is not the area of the proceeds resulting under paragraphs. The proceeds resulting the proceeds it is not the proceeds and proceeds resulting under paragraphs and proceeds resulting the proceeds it is not the proceeds and proceeds resulting the proceeds it is not the proceed it is not the proceeds it is not the proceeds it is not the proceeds in the proceeds it is not the proceeds in the proceeds it is not the proceeds in the proceeds it is not the proceed in the proceeds it is not the proceeds in the proceeds it is not the proceed in the proceed it is not the pr

the Property or to pay sums secured by this Security Instrument; whicher or north of the 30-day period, will begin Officed to settle a ciaimi then Uender may collect the mantance proceeds. Lender n.p. u. ethe proceed to repair or residence Borrower abandonstrhe Property, or does not an awer within 30 days a notice to make that the insurance carrier his applied to the sums secuted by this Security Instrument, whether or not then Ju., with any excess paid 10, Borrower, The North United United Borrower otherwise agreein writing insurar a proceeds and Lender's against to restoration of the Property dumaged, filtherestoration for the Property dumaged, filtherestoration for the Property of t Carrier and Lender Lender may make proof of loss if normade prot, pily by Borrower. all receipts of paid premiums and renewal notices. In the event of dots Mercaetishall give prompt notice to the maurance

Lender shall, have the right to hold the policies and renewal. We note requires, Borrower shall promptly give to Lender

of the giving of Angles and the state of the

Berees in writing (o'the p yme it of the obligation secured by the liets in a manner acceptable to Lender; (b), contracts in good agrees in writing (o'the p yme it of the obligation secured by the liets in writing (o'the p yme) or defend a manner of the liet in the enforcement of the liet in the enforcement of the liet in the enforcement of the liet in the liet in the enforcement of the liet in the liet in the enforcement of the liet in the liet Bortower shall proming discharge any lien which has priority over this Security Instrument unless Bortower: (a)

receipts evidencing if e a tyments.

Chargest Liens, Borrower shall pay all taxes, assessments, chargest, fines and impositions at the control of th

هن موسی از ماری shall be applied: first, to late charges due under the Note; second, to prepayment charges due الاصلاح به المعالمين و propried in the paragraph 2, fourth, to interest due; and last to principal due.

a phention as a credit against the sums secured by this Security Instrument.

3. Application of Payments ... Unless applicable law provides otherwise, all payments received by Lender under

Upon payment in full of all sums secured by this Security instrument, Lender shall protably refund to Borrower any Funds held by Lender, Lender shall apply no later than secured by Lender, Lender shall apply no later than immediately prior to the sale of the Property of its acquisition by Lender, any Funds held by Lender at the time of

amount necessary to make up the deficiency in one or more payments as required by Lender

at)Borroweve option? either promptly teppld to Borrower or redited to Borrower on monthly payments of Eunde II the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due the excess shall be. this Security Instrument.

Lender may agreen in weiting shale interest shall be, paid on the Funds. Unless an agreement in made or applicable law requires interest to be defined to the following shall be be applicable to the following shall give to Bortower, without charge, an anguial account in the finite fruits and the finite same secured by a percent can be found was made. The Funds are picaged as additional security for the Funds was made. The Funds are picaged as additional security for the Funds was made. The Funds are picaged as additional security for the Funds was made. Lenden paysi Bottower inigres, on the Eurids, and applicable, law permits Lender to make such, a charge. Bottower and state agency (including Lender if Lender is such an institution) Lender shall apply the Eunds, to pay, the secrow items, unless The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a tederal or

pasis of cultrent data and reasonable estimates of future escrow tems. one-twelfth totic(s) yearly taxes, and tassessments which may attain priority, over this Security Instrument; (b) yearly haven or spring from the Ponetty if any [16], yearly hazard insurance premiums, and (d) yearly mazard insurance premiums, and (d) yearly mazard insurance premiums, and (d) yearly mazard insurance premiums, if any These items are called "escrow items." Lender may estimate the Funds due on the to Lender on the day monthly payments are due under the Note, until the Note is paid in full assum ("Funds") equal to 2. Funds for Taxes and Insurance. Subjectio applicable law of to a written waiver by Lender, Borrower shall pay L. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the deor evidenced by the Note and any prepayment and late charges due under the Note, us

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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, 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. Any balance shall be

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 a thorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums second by this Security. Instrument, whether or not then due.

Unless Lendr, and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due day of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrowe. Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amort zation of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall of operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment on otherwise modify ar ior lization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the expreise of any right or remedy.

11. Successors and Assigns Long Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a gree nents shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Note: (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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent...

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan 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 loan 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 Note or by making a direct payment to Borrower. If a refund resuces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Unstrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steeps specified in the second paragraph of

paragraph 17.

14. 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 . Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lend r wi en given as provided in this paragraph.

15. 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 to rument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

 Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
 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 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 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 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.

18. 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 period 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 Note had no acceleration 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, 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 paragraphs 13 or 17.

NOFFICIAL COPY taling it will end engelighte be the Property Association artices and sale telegram. The now to an office a (Space Below This Line havesed for Lender and Recoider). Franklik for the telephologist of the first of the contract of the contract of di in chia pe mine escensiva ell'incre dapre l'ornere soni l'arrendir della compania della compania della comp Probleman della distribui di personali di compania della compania della compania della compania della compania Problemanta di problema di problema della compania della compania della compania della compania della compania Holary Public My Commission expires: 16118 Green under my hand and official seal, this subscribed to the foregoing instrument, appeared defore me this day, in person and acknowledged that they Successors one has a few formers of the same of the same below (s). Appose using the same of the same propried and color of the propried and the color do hereby ceruly that Earl B. Woeltje and lis wife, Bernice A. Woeltje a Mourty Public in and for suid county and state STATE OF ILLINOIS, COOK County ss: ZABTOC SB-* + # ZTT6# 2 ABTOC SB-/SZZ9/NGB1 TT 05 00 हुं बुंदरतुर्व प्रतेष वेक्षुकुर्द्धार स्थापन व्यक्ति वर्षा व्यक्ति स्थापन है। (Sp. ce Below This Line For Acknowledgment] 00 ET\$ Bernice M., Moetrle (Seal) ام مرود ما مرود Seri R. Woeleys lo lighted and known all the fall to be some or nd in a 1y rider(s) executed by Borrower and recorded with it. Signir & Below, Borrower, accepts, and agrees to the terms, and covenants contained in this Scourity ter benefit in the Categoria of the made translation of the contrast of the contrast of the contrast of the categoria of the Totalusted Bayment Rider (1997) Planned Unit Development Rider (2007) Prompts Development (1997) Adjustable Rate Rider ... Condominium Rider Instrument (Check applicable box(cs)]

Instrument (Check applicable box(cs)]

Instrument (Check applicable box(cs)] o strumenti (Check applicable box(es)] 25 1 10 116 2 2 10 10 10 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instruments and agreements of each such rider shall be incorporated into and shall shine and and shall shall be incorporated in the shall shal 22. Walvet of Homestead: Borrower waives allinght of homestead exemption in the Property scored a pertunent; To Instrument, without charge to Borrower. Borrowershall pay any recordation costs: 21. Release. Upon/payment/of all/sums/secured by this Security Instrument; Lender shall release this Security receiver's bonds and reasonable attorneys lees, and then to the sums secured by this Security Instrumenty and the sum of costs.of, management of the Property and collection of tents including but not limited to receive feet premiums on appointed receiver, shall be entitled to enter Any rents collected by Lender or the receiver shall be applied first to payment of the Property including those past due. Any rents of the Property including those past due. btion to the expiration of any period of redemption following judicial jaals, Lender (in person 194) agention by judicially but not limited to, reasonable attorneys] fees and costs of title evidence.

20. Lender, in Rossession, Upon acceleration under paragraph 19 or abandonment of the Roperty and at any time Lender, shall be entitled on collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may forecioes this Security Instrument by Judicial proceeding. before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure, if the default is not -non adı gnibəsəoyq sıuzoləsio) adı, ni trazza ol ıdgi sədi bna noitatələsəa sətia statznlər ot idgi sədi to rawortoß mrolni secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (d) that fallure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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; untess applicable, law provides otherwise). The notice shall apecify; (a) the default; (b) the action required to cure the

e'raworroB(gniwojjo) ngijarajassa, oj vrotroj saworroB, oj astion; avig ilada sabnad isalbamaM snotiarajassaA, T k bna EL edga gag rabnukoj jarajassa oj rojag ton tudi tnamustent vituraa2, eddt ni tnamaanga to jnanavos vna to daasad,

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