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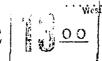
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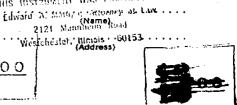
## This instrument was prepared by: THIS HISTOMACHT WAS PREPARED BY

Cook + Col. Fil. it LINOIS FILED FOR HELDRO

1985 SEP - 6 PH 2: 02

85178344 **MORTGAGE** 





THIS MORTGAGE is made this. Third day of September 19.85., between the Mortgagor, Pelissier Demas and Rose Marie Demas, his wife Savings and Loan Association of Westchester a corporation organized and existing under the laws of the United States of America whose address is 2121 South Mannheim Road Westchester, Illinois 60153 (herein "Lender")

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Seven Thousand Five Hundred and 10/100 - - - - - - - Dollars, which indebtedness is evidenced by Borrower's note dated. September 03, 1985. (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ... September .01 .. 2014 ...

To Secure to Lende '(1) 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 

The West 1/2 of Lot 21 in Block 2 in Robertson and Young's Stratford, a Subdivision of the 9.48 Chains of the South East 1/4 and the East 71 Rods of the South West 1/4 of Section 7, Township 39 North, Range 12, East of the Third Principal Meridian, North of the Right of Way of Chicago Great Western Railroad, In Cook County, [11]inois.

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Permanent Index No.15-07-303-045

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SOM CO

Berkeley, 5815 Burr Oak Avenue which has the address of . . [Street] (City) Tllinois 60163

..... (herein "Property Address"); (State and ZID 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 seised 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.

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FIRST FEDERAL SAVINES & LOAN
ASSOCIATION OF WESTCHESTER
S121 S. MANNHEIM RD
S121 S. MANNHEIM RD
WESTCHECTER ALL 60133

FELISSIER WEWS. and BOSE MALE DRIVE. His will for said county and state, do hereby certify that before me and is (are) known or proved to me to be the person(s) who, be "connect of the contents of the foregoing instrument, to be the person(s) who, be "connect of the foregoing instrument, to be the person (b) who, be "connect of the foregoing instrument, to be the person (b) who, be "connect of the foregoing instrument, to be the person (c) who, be "connect of the foregoing instrument, to be the person (c) who, be "connect of the foregoing instrument, was prepared and that the manufactor Expires. June 2, 1986  This instrument was prepared by "Edward A. Welder, and West a	Accessorated to a consider the Albert Constitution	م سخم بدو برور العبادي هان برور		particular and a second se
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PRICESTER INDAS And ROSE MRLE DEAKS His who be the person(s) who, be'n 'n' or med county and state, do hereby certify that before me and is (are) known or proved to me to be the person(s) who, be'n 'n' or med of the contents of the foregoing instrument, being the contents of the foregoing instrument, and seemed said instrument to be the purposes and uses 'n' rein set forth.  (he, she, they)	Notary Public	S PREPARED BY	AW THEMURITANI SIME	This institution was prepared
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To acceleration had occurred.

The Acceleration had occurred to the Property, beyond that Borrower shall, prior to acceleration, index parameter, bender in Property, provided that Borrower shall, prior to acceleration, under paragraph. It have the property, have the property, and at any lime prior to the explaints and payable of sedemption under paragraph. It have the informent of the Property, and at any lime prior to the explaints of any spent of the Property, and at any lime prior to the explaints of any lime prior to the explaints of the Property, and at any lime prior to the explaints of any spent of the Property and at any lime prior to the explaints of any spent of the Explaints of the Explaints of the Explaints of the Explaints. The Property and to collect the residual to the including those explaints, including the applied first to payment of the court of management of the court of the court of including those property and collection of tents, including, but not limited to receiver a feet, premiums on receiver the resemble and resemble the said then to the court of the four tents and resemble the said them to the including the said the transfer of the court only the said them to the transfer to the transfer that the transfer that the transfer the transfer the transfer the tra

The Mortgage, the Most and soute suggisting Future Advances, if any, had no acceleration occurred; (b) Borrower cares all resonable of any other covenants of appropriate for any other covenants of appropriate in colorions, the covenants and agreements of Borrower contained in this Mortgage and in any Lender in colorions in the Mortgage and in the Mortgage in the Mortgage and in the Resonable action as Lender in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees, and any including, but not limited to, reasonable attorney's fees, and follower as Lender in the Resonable attorney in interest in the Resonable attorney in the Resonable attorney. Lender's interest in the Resonable and Ender's interest in the Resonable and Ender's interest and the Opportunity and Borrower, this Mortgage and the obligations secured hereby that remain in full force and effect as it

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, 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, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. I ender 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 therefor related to Lender's

interest in the Property.

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 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 Mortgage. with the excess, 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 teir market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property subandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a carn for damages. Borrower fails to respond to Lender within 30 days after the date such notice is

mailed. Lender is ambriled to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums see ared by this Mortgage.

Unless Lender and Boriover otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

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 successors in interest. Lender shall not be required to commence proceedings against such successor or voice to extend time for payment or otherwise modify amortization of the sums

proceedings against such successor or with 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.

11. Forhearinee by Lender Not a Whit or. Any forhearinee 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtednes, secred by this Mortgage.

12. Remedies Cumulative. All remedies provide a fa this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Severa' Alability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inture to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covernity and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable in to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such protice 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, return receipt transferd, to I ender's address stated herein or to such other address as Landon may be included to the property of the state of the property of the pr such other address as Lender may designate by notice to Borrower as provide. Serein. 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.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. 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 the Mortgage and the Note are declared to be severable.

16. 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, UPON REQUEST

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or endum rance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) r transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of ince years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or tan fer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with 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. It Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 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 mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breuch; (3) a date, not less than 30 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 non-existence 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 attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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condominium or planned unit development, and constituent documents. It a condominium or planned unit development, and the solventage, the covenants and agreements of such rides shall be incorporated into and shall amend any supplement the covenants and agreements of this Mortgage as if the tides or coverants creating or governing the condominium or planned unit development, the by-laws and regulations of the ur attottagildo a se in Borine de la mitorio de la materiale de la morta de la comparte de la comparte de la materiale de la materiale de la comparte del comparte de la comparte de la comparte del comparte de la comparte del comparte de la comparte de la comparte del comparte de la comparte del comparte del comparte de la comparte del comparte A Preservados and Maintenance of Property; Lenetholds; Condominiume; 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

or acquisition. acquisition atition in the state of the extent of the secured bit Mortgage imminishing prior of the corresponding of the or is sufficient to collect and apply the Mortgage in writing, any such application of received by this Mortgage.

Or postpone the such as a monthly installments referred to in paragraphs 1. and Surveyer of the monthly installments referred to in paragraphs 1. and Surveyer of the monthly installments referred to in paragraphs 1. and Surveyer of the monthly installments referred to in paragraphs 1. and inferred to in paragraphs 1. and inferred to in paragraphs 1. and inferred to Borrower in the and inferred to the monthly installments received by Lander, all right interest of Borrower in the analysis of the monthly installments in the season of the Policies and the fact of the f

date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender Under I ender and Borrower otherwise agree in writing, insurance proceeds shall be 'plyd to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and (1, 2 courity of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the sec u'y of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with 1, c excess, if any, paid to insurance proceeds shall be applied to the sums secured by this Mortgage, with 1, c excess, if any, paid to insurance proceeds shall be applied to it Borrower, as it is to be an a country of the sould to Lender v.m. 30 days from the tolerower.

All insurance policies and renewals thereof shall be in form acceptable to Lendar and shall include a standard mortgage clause in tayor of and in form acceptable to Lender. Lender shall practice and renewals thereof. Lender all receipts of paid premiting. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make ...cof of loss if not made promptly borrower.

MIRRING CRITICI provided under paragraph 2 hereof or, it not paid in such manner, by Borrower making paymont, whon due, directly to the

that such approval shall not be unreasonably withheld. All premiums on Anurance policies shall be paid in the manner The insurance carrier providing the insurance shall be chosen by Pringwer subject to approval by Lender; provided,

men coverage exceed that amount of coverage required to pay the but as ecured by this Mortgage. 5. Hazard Impropries. Borrower shall keep the improve nent now existing or hereafter ercord on the Property insured against loss by the hazards as Lender may require to such other hazards as Lender may require as amount of against the amount of a mount of a mount

legal proceedings which operate to prevent the enforcement of he lien of forfeiture of the Property or any part thereof. A. Charges Liens. Borrower shall I ay a I taxes, assessments and other charges, fines and impositions attributable to the Property which may stein, a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner, provided under paragraph 2 hereof or, if not pair, a such manner, by Borrower making payment, when due, directly to the payment shall promptly furnish to Lorder all notices of amounts due under this paragraph, and in the event Borrower shall promptly furnish to Lorder all notices of amounts due under this payment, when due, directly, Borrower, shall promptly furnish to Lorder and in the event borrower shall not be borrower shall not be been any iten which has a Borrower shall not be borrower shall not be been accepted in a meaning any discharge any such iten so long as Borrower shall in good fair) contest such lien; by, or defend enforcement of the obligation secured by mentions accepted by the lien by, or defend enforcement of such lien in a manner acceptable to Lender, or shall in good fair) contest such lien; by, or defend enforcement of such lien in a meaning acceptable to prevent the enforcement of the Property or any part thereof.

principal on any Future Advances

A. Application of Payments. Onless applicable, law provides otherwise, all payments received by Lender, the Mote and paragraphs I and 2 hereof on application the New I had a paragraphs I and 2 hereof of application of the New I had a paragraphs 2 hereof the New I had a paragraph 2 hereof the New I had a the New I had a paragraph 2 hereof and then to interest and a paragraph 2 hereof and then to interest and a paragraphs of the Note, and then to interest and a paragraphs.

der at the time of application a a credit against the sums accured by this Mortgage. 

aid by Londer shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, orrower shall pay to the date notice is mailed orrower shall pay to the date notice is mailed

If the amount of the Funds hold by Lender, together with the future monthly installments of Funds payable prior to the dates of these, assessments, i.e. cross premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either groundity repaid to borrower or monthly installments of Funds. If the amount of the Funds

by this Morting

parnite Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest or carnings on the Funds. Lender shall give to Borrower any interest or carnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Funds and the particles for which each debit to the Funds was made. The Funds are piedged as additional accurity for the sums secured pursues for which each debit to the Funds was made. The Funds are piedged as additional accurity for the sums secured ffying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or states agancy (including Lender it Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground tents. Lender may not charge for so holding and applying the Funds analyzing said account.

time to time by Lender on the besis of assessments and bills and reasonable estimates thereof. a sum (herein "Punda") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Montgage, and ground rents on the Property, it any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, it any, all as reasonably estimated initially and from Tends for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly metalliments of principal and interest are payable under the Note, until the Note is paid in full.

Teymout of Principal and Interest, Borrower shall promptly pay when due the principal of and interest and fluctures evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest and flucture. Advances secured by this Mortgage.

UNINORM COVENANTS, BOITOWSE SEE Lender covenant and agree as follows:

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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

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. Condequation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemns, on 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 contour then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Jenser otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceed multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided or Contour the fair market value of the Property immediately before the taking. Any balance shall be

paid to Borrower.

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 deveges, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect an 1- pply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

STATE OF ILLINOIS,
I FREDERICK A. GOY, a Notary Public in and for said county and state,
do hereby certify that Pelissier Demas and Rose Marie Demas, his wife
subscribed to the foregoing instrument, appeared before me this dry in person, and acknowledged that the y
signed and delivered the said instrument as
set forth.
Given under my hand and official seal, this 3rd day of . September
My Commission expires:
July 25, 1987 Frederic / 1/1
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MAIL TO: FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF WESTCHESTER 2121 SO. MANNHEIM RD. WESTCHESTER, ILL 60153

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Western Railroad, in Cook County, Illinois. The West 1/2 of Lot 21 in Alock 2 in Robertson and Young's Stratford; a Subdivision of the East 71 Rod Subdivision of the Chairs of Courship 39 Morth, Range 12, East of the Bouth West 1/4 of Section 7, Township 39 Morth, Range 12, East of the Third Principal Meridian, Morth of the Eight of Way of Creat

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Misted in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property. specially the title to the Property against all claims and demands, subject to any declarations, easements or restrictions grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend Borrower coverants that Borrower is lawfuit, belied of the catale hereby conveyed and that the fight to morigage,

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