Property 22 UNOFFICIAL COPY 532656

Karen A. Ci	szewski		
	(Name)		
9200 South			
Chicago,	(Address)	Illinois	60617

MORTGAGE

THE MODEO ACE:	s made this 9th	day of	December	
THIS MORTGAGE is 19 85 between the Mor				His Wife
(herein "Borrower"), and	the Mortgagee. South	Chicago	Savings Bank	
a corporation organized an	d existing under the laws of	of The S	State of Illin	ois
	whose address is <u>92</u>	00 South	Commercial Av	enue
Chicago, Illino	is 60617		(her	ein "Lender").
WHEREAS, Borrowe \$\fomma no/100(\\$\note dated December "Note"), rroviding for monot soore; paid, due and p	9th, 1985 onthly installments of pri	whic and ncipal and is	h indebtedness is extensions and renterest, with the ba	evidenced by Borrower's enewals thereof (hereir
the payment of all other su of this Mortgage; and the prower does hereby mertga	performance of the covena	advanced in ants and agre Lender the f	accordance herewi eements of borrow	ith to protect the security or herein contained, Bor-
and Compan a Subdivis Range 13, 1 Illinois.	1/2 of Lot 31 and 1 y's Second Kimball ion in the Northwe East o. the Third I	Boulevar st 1/4 of Principal	d Addition to Section 2, To	North Edgewater, wmship 40 North,
Permanent !	Tax I.D. #13-02-123	3-045 🕻 .		4.
	C			jekl
f.		3. 1 0 497	OF.	
			C	
	64 0 7 11 11 7			
which has the address of			Chio	ago
	(Stree	:()	(City)	

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 or the Borrower's interest as contract purchaser if this Mortgage is on such interest) are hereinafter referred to as the "Property".

_ (herein "Property Address");

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to morigage, 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.

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

60659

(Zip Code)

Illinois _

- 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.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

UNOFFICIAL COPY

5861

\$13.00 DEPT-01 RECORDING T#1111 TRAN 3727 12/17/85 10:35:00 *-85



Vary Public

тебшесей

лесешрет 6, 1986 My Commission expires:

Civen under my hand and official seal, this

purposes therein set forth Jerome J. Small A. Ottone J. Small A. Ottone J. Small Jew John St. Jerome J. Small Jew John St. Jerome J. His Wife

certify that Barlet M. Beumol and Chanl Jew Jol, His Wife

personally known to me to be the same person(s) whose name(s) are

subscribed to the foregoing instrument, appeared before ... This day in person, and acknowledged that

subscribed to the foregoing instrument, appeared before ... The Lr. Itee voluntary act, for the uses and

f.ney signed and delivered the said instrument as ... The Lr. Itee voluntary act, for the uses and

County 55:

STATE OF ILLINOIS

JOHUAE INAHON BAUMOL

IN MILIAESS WHEREO' BOLLOWER has executed this Moltered

which has priority over this Mortgage to give Molice to Lender, at Lender's address set forth on page one of this Mortgage, of any sale or other foreclosure action. Borrower and Len (e' request the holder of any mortgage, deed of trust or other encumbrance with a lien

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

21, 'Ya ver of Homestead, Bortower hereby waives any right of homestead exemption in the Property.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage withou charge to Borrower. Borrower shall pay all costs of recordation, if any.

topayment of the costs of management of the Property and collection of rents including but not limited to, receiver stees, premiums on receiver stees, premiums on receiver stees and reasonable attorneys fees, and the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received. lect, the rents of the Property including those past due. All rents collected by the receiver shall be applied first to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to col-Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled

become due and payable.

paragraph 170 hereof or abandonment of the Property, have the right to collect and retain such rents as they assigns to Dender the rents of the Property, provided that Borrower shall, prior to acceleration under 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby

force and effect as it no acceleration had occurred. such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full perty, and Borrower's obilgation to pay the sums secured by this Mortgage will continue unimpaired. Upon action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Proparagraph in mercot, including, but not limited to, reasonable attorneys if cest and (d) Borrower, takes such sagreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in chis/Morigage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and ction occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in

therefor related to Lender's in rist in Fig. Top rC JA;L; COPY 8

- 9. <u>Condemnation</u>. 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.
- 10. 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 amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's 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.
- 11. 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 16 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, forbear, 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 of the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided, for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender so provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein (a) to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided, or in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner design and herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is focated. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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 this Mortgage and the Note are declared to be severable. As used herein, "costs" "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited berein.
- 14. <u>Borrower's Copy.</u> Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill ad a Borrower's obligations under any home rehabilitation, improvement, repair, or other agreement which Borrower enters into with Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property. It shall be an event of default under the Mortgage, if Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, or (b) a transfer by device, descent, or by g_1 trajion to an occupant of the Property, upon the death of a joint tenant. Upon such default, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Parrower may pay the sums declared due. If 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 paragrar a 17 hereof. In any event Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

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

- 17. Acceleration: Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Note secured hereby, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the breach; (2) the action 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 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. This notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence 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.
- 18. <u>Borrower's Right to Reinstate</u>. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no accelera-

Funds are pledged as additional security for the sums secured by this Mortgage. showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The earnings, on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds plicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or Moffgage that interest on the Funds shall be paid to Bortower, and unless such agreement is made or apmits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this pling said assessments and bills, unless Lender lines from the Funds and applicable law per-If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits of accounts of

assessments, insurance premiums and ground tents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as bender may require. installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such payable prior to the dates of taxes, assessments, insurance premiums and ground rents, shall exceed the 11 the amount of the Funds held by Lender, together with the future monthly installments of Funds

Any fine May be deed to the provisions of any Mortgage or Trust Deed the lien of which is superior to the property is superior to the specification by this Mortgage of the specification as a credit against the sums secured by this Mortgage of the foregoing in this Section 2 shall be application as a credit against the sums secured by this Mortgage of the foregoing in this Section 2 shall be applicable if and to the extent that such payments are credit against the sums secured by this Mortgage of the caphicable if and to the extent that such payments are it in the provisions of any Mortgage or Trust Deed the lien of which is superior to the provisions of any Mortgage or Trust Deed the lien of which is superior to the provisions of any Mortgage or Trust Deed the lien of which is superior to the lien of which is superior to the Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower

cipal of the Note. to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Mole, and then to the prinunder the Note and para and 2 hereof shall be applied by Lender first in payment of amounts payable 3. Application of Earments. Unless applicable law provides otherwise, all payments received by Lender

shall be a default under this Mortgage. gage, and leasefield payments of ground ren's it any. Failure by Borrower to make any of such payments other charges, lines and impositions attributable to the Property which may attain a priority over this Mortconcusure to make payments when due a strower shall pay or cause to be paid all taxes, assessments and Morigage, or Borrower's obligations under its contract to purchase the property, including Borrower's gations under any mortgage, deed of it at or other security agreement with a lien which has priority over this 4. Prior Mortgages and Deed of Trust; Charges; Liens. Borrower shall perform all of Borrower's obli-

5. Hazard Insurance. Borrower shall keep the incrovements now existing or hereafter erected on the Property insured against loss by fire, hazards and to such periods as Lender may require. hazards and to such periods as Lender may require.

est at the green the terms of any mortgage, deed of trust or other security agreement, with a lien which has priority over this. a lorm acceptable to Lender shall have the right to hol ties and rengthereof, subject to thereof shall be in a form acceptable to Lender and shall include a "r. ndard mortgage clause in favor of and in The insurance carrier providing the insurance shall be an isen by Borrower subject to approval by Lender: provided, that such approval shall not be unreasonably with insurance policies and renewals

In the eventior loss Fastrower shall give phompt notice to the insurance carrier and Lender. Lender may

make bloof of loss if not made promptly by Borrower.

tion or repair of the Property or to the sums secured by this Mortgage. penellis, Lender is authorized to collect and apply the insurance proceeds at Lender's option ather to restorathe date notice is mailed by Lender to Borrower that the insurance carrier offers to sett e relaim for insurance If the property is abandoned by Borrower, or if Borrower fails to respond to Londer within 30 days from

documents:
development, the by-laws and regulations of the condominium of planned unit development, and constituent, rower's obligations under the declaration or covenants creating or governing the condominium or planned unit Morigage is on a unit in a condominium or a planned unit development, Borrower shall perform all of the Boration of the property and shall comply with the provisions of any lease if this Mortgage is on a lease fold. If this Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterior-6. Preservation and Maintenance of Property; Leaseholds, Condominiums; Planned Unit Sevelopments.

insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse in this Mortgage, or it any action or proceeding is commenced which materially affects Lender's interest in the 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained

thereunder. ment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payshall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate,

erry, provided that Lend t shall a ve Berrover netive of to at y such in specifying reasonable cause 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Prop-

MISSING REAL