

# UNOFFICIAL COPY

This instrument was prepared by:

**86446136**

Donna Daly.....

(Name)

950 N. Milwaukee Ave.....

(Address)

Glenview, Illinois 60025.....

## MORTGAGE

THIS MORTGAGE is made this . . . . . 30th . . . . . day of . . . . . August . . . . ., 19 . . . . ., between the Mortgagor, . . . . . Paul R. Trudeau and Janet T. Trudeau, his wife . . . . ., . . . . . (herein "Borrower"), and the Mortgaggee, . . . . .

WESTERN SAVINGS AND LOAN ASSOCIATION . . . . ., a corporation organized and existing under the laws of . . . . . the state of Illinois . . . . . whose address is . . . . . 950 Milwaukee Avenue . . . . . Glenview, IL 60025 . . . . . (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of . . . . . SEVENTY, THOUSAND . . . . . AND NO/100 . . . . . Dollars, which indebtedness is evidenced by Borrower's note dated . . . . . August 30, 1986 . . . . . (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on . . . . . October 1, 2016 . . . . .

To SECURE to Lender (a) 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 "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of . . . . . COOK . . . . ., State of Illinois;

DEPT-01, RECORDING \$13.00  
TH4444 THAN 0629 09/30/B6 14:59:00  
W1314 # 1D \*--846--446 1256  
COOK COUNTY RECORDER

LOT SIX (6) IN BLOCK TWENTY (20) IN HULBERT'S MILWAUKEE AVENUE  
SUBDIVISION IN SECTION 25, TOWNSHIP 41 NORTH, RANGE 12, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF  
RECORDED DECEMBER 8, 1920 AS DOCUMENT NO. 7011463, IN COOK  
COUNTY, ILLINOIS.

P.T.N. 09-25-412-025, VOLUME 305.

which has the address of . . . . . 7440 Oketo Avenue . . . . . Chicago . . . . .  
(Street) (City)  
Illinois 60648 . . . . . (herein "Property Address");  
(State and Zip Code)

13 00

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 seized 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.

# UNOFFICIAL COPY

Box 207

2-1  
6507-41

(Space Below This Line Reserved For Lender and Recorder)

MARY S. THOMAS  
Notary Public, State of Illinois  
My Commission Expires 1/23/90  
"OFFICIAL SEAL"  
Notary Public

Given under my hand and official seal, this \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_\_.  
My Commission expires: \_\_\_\_\_, 19\_\_\_\_\_.  
set forth.

I, \_\_\_\_\_, the undersigned, a Notary Public in and for valid County and State,  
do hereby certify that: \_\_\_\_\_, Paul, R., Trudeau, and Daniel, J., Trudeau, its wife \_\_\_\_\_,  
personally known to me to be the same person(s) witness name(s) \_\_\_\_\_, \_\_\_\_\_  
signed and delivered the said instrument in \_\_\_\_\_, the \_\_\_\_\_, year \_\_\_\_\_, in the presence of \_\_\_\_\_,  
and acknowledged to the foregoing instrument, appeared before me this day in person, and acknowledged the same to be my true  
signature.

STATE OF ILLINOIS, \_\_\_\_\_, COOK, \_\_\_\_\_, County ss:

Paul R. Trudeau  
\_\_\_\_\_  
Borrower  
Jane T. Trudeau  
\_\_\_\_\_  
Borrower

In Witness Whereof, Borrower has executed this Mortgage.

23. Waives all demands, Borrower hereby waives all right of homesteaded possession in the Property.

22. Recalls, Upon payment of all sums accrued by this Mortgage, Lender shall release this Mortgage without charge  
to Borrower, Borrower shall pay all costs of recordation, if any.

Indorsements secured by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of this  
evidence Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when  
made Future Advances to Borrower, Upon execution of Borrower, Lender, at Lender's option prior to release, of this Mortgage, may  
choose to receive, and then to the sum secured by this Mortgage, Lender and to receive all due to account only for  
attorneys' fees, and then to the sum secured by this Mortgage, but not to exceed to receive a reasonable amount of management  
Property, and collection of rents, including, but not to exceed to collect the rents of the costs of management of the  
part due. All rents collected by Lender or the receiver shall be applied first to payment of the rents of those  
entitled to secure upon, take possession of and manage the Property and to collect the rents of the Property including those  
of any redemption under paragraph 18 hereof by agent by judgment, and to apply the proceeds to the execution  
Upon acceleration under paragraph 18 hereof to collect the rents as they become due and payable.  
hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable  
hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18  
no acceleration had occurred.

20. Assignment of Rents: Appointee Lender in Possession. As additional security hereunder, Borrower  
in the Property and Borrower's obligation to pay the sum secured by this Mortgage shall remain in full force and effect as if  
payments and sums secured by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if  
(d) Borrower takes such action as Lender may reasonably require to assure that the lessor of this Mortgage continues  
enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not to exceed to collect the rents of this  
expenses incurred by Lender in providing the convenants and agreements contained in this Mortgage and no  
breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable  
this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all  
prior to entry of a judgment ordering that this Mortgage shall amends which would be taken due under

# UNOFFICIAL COPY

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

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments 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 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.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits 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 to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Lender or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and household payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower 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. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

**6. Preservation and Maintenance of Property; Households; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

# UNOFFICIAL COPY

Borrower shall have the right to make any procedure changes, changes to the mortgage, or discontinue at any time  
19. Borrower's Right to Revoke Lender's Accrual of Interest. If the sum accrued by Lender is not caused by this Mortgage,  
and entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney fees,  
be entitled to collect in the note, Lender's demand and may foreclose this Mortgage by judicial proceeding. Lender shall  
immediately due and payable without further demand and under a option may declare all of the sums accrued by this Mortgage to be  
or before the date specified in the note, Lender to collect after acceleration of the note. In the foreclosure proceeding  
shall further information of the sums secured by this Mortgage, to collect all the costs of collection and foreclosure, The note  
acceleration of the note, Lender's option may declare all of the sums accrued by this Mortgage to be  
breach must be cured; and (d) that failure to cure such breach on or before the date specified in the note, Lender to collect  
permitted to cure such breach; (e) a date, not less than 30 days from the date of provision of notice to Lender; (f) the action  
agreement of Borrower in Paragraph 17 hereof, upon Borrower's breach of any covenant or  
18. Acceleration of Covenants. Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or  
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Under may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.  
which Borrower may notice shall provide a period of not less than 30 days from the date the notice is mailed within  
paragraph 14 hereof. Such notice shall option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with  
Lender exercises such option to collect in the note, Lender shall be liable to pay such sums prior to the expiration of such period,  
which has accrued in writing by Lender, and if Borrower's successor in title  
is satisfied to whom the Property is sold or transferred, Lender shall be liable to pay such sums prior to the expiration of such period,  
and the person to whom the Property is sold or transferred, Lender to collect in writing the sums accrued by this Mortgage to be  
immediately due and payable. Lender shall have waived such option to accelerate if the date of transfer by Lender  
described by provision of law to purchase, Lender may, Lender to collect in the sums accrued by this Mortgage to be  
17. Transfer of the Property. All or any part of the Property or any interest therein is sold or transferred  
by Borrower without Lender's prior written consent, excepting (a) the creation of a lien or encumbrance which deviates  
this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise,  
descent or by operation of law upon death of a joint tenant or (d) the grant of any easement or appurtenance, to the same  
by Borrower with the intent to defraud Lender, except that Lender may, Lender to collect in the form of money  
of execution or after recordation hereof.

16. Borrower's Copy. Borrower shall be furnished a copy of the Note, and of this Mortgage at the same  
end the provisions of this Mortgage and the Note are declared to be severable.  
other provisions of this Mortgage or the Note which can be given effect without the configuration provision, and so that  
any transfer of the Note or this Mortgage shall be ineffective to Lender, Lender to collect in the law of  
real property. This Mortgage shall be ineffective to Lender, Lender to collect in the law of  
use and non-uniform covenants with limited variances by interpretation to Lender, Lender to collect in the  
Mortgage shall be given to Borrower, Lender to collect in the manner distinguished herein.

15. Uniform Mortgages: Governing Laws. Everality, this form of mortgage combines uniform covenants for national  
mortgage shall be deemed to have been given to Borrower or Lender who is given to Lender.  
Borrower provided for in this Mortgage shall be given by mailing, Lender to collect in another manner described herein.  
14. Note. 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 mailing, Lender to collect in another manner described to  
interpretation and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to  
The provisions of the Note and agreements of Lender to collect in the Note, and to joint and several  
contained shall bind, and the rights hereunder shall be governed by the laws of Lender and Lender of Lender and Borrower,  
13. Successors and Assigns. Joint and several liability. The covenants and agreements herein  
remedies under this Mortgage afforded by law clearly and may be exercised conveniently, independently or successively,  
12. Remedies Cumulative. All remedies provided in this Mortgage are cumulative by this Mortgage.  
right to accelerate the maturity of the note or claim to any other right.  
The procedure of insuring or other means of protection of other persons by Lender shall not be a waiver of Lender's  
11. Foreclosure by reason of any demand made by the original Borrower and Lender in exercising any right or remedy,  
proceedings against such successors or relatives to extend time for payment or otherwise modify amortization of this sum  
by this Mortgage granted by Lender to any successor in interest of Borrower shall not be entitled to commence  
by any award or claim for damages, or to any other right to make

If the Property is abandoned by Borrower, or if, after notice by Lender to collect in the Note, Lender to make  
an award or claim for damages, Borrower fails to respond to Lender's claim, Lender to collect in the Note, Lender to make  
property or to the amount of the damage, Lender to collect by this Mortgage, or if Lender fails to respond to Lender's claim, Lender to make  
Lender to collect in the Note, Lender to collect by this Mortgage, or if Lender fails to respond to Lender's claim, Lender to make  
or postponing the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or changing the amount of  
Lender to collect by this Mortgage, or if Lender fails to respond to Lender's claim, Lender to make

In the event of a total taking of the Property, the proceeds shall be applied to the date of taking, with the balance of the proceeds  
with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender  
take no bearing bears to that proportion which the amount of the sum accrued by this Mortgage immediately prior to the date of  
otherwise agrees in writing, there shall be applied to the date of taking, with the balance of the proceeds  
If the Property is abandoned by Borrower, or if, after notice by Lender to collect in the Note, Lender to make  
condemnation of other taking of the Property, or part thereof, or for condemnation of the Note, Lender to make  
9. Condemnation. The proceeds of any award or claim to be made for damages, direct or consequential, in connection with any  
interests in the Property.

8. Impairment. Lender may make or cause to be made reasonable amounts upon specific listing reasonable differences related to Lender  
any action hereunder.

Any amount distributed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional  
indebtedness of Borrower measured by this Mortgage. Unless Borrower agrees to other terms of payment, such  
amounts shall be payable upon notice from Lender to Borrower requesting payment principal under the Note unless a payoff statement  
is issued at such rate would be due under applicable law, in which event such amounts shall bear interest at the highest rate  
intended at the date of a payoff statement at the rate payable from time to time on outstanding principal under the Note unless a payoff statement  
data of distribution shall be payable upon notice from Lender to Borrower requesting payment principal under the Note unless a payoff statement  
any action hereunder.

Lender may make or cause to be made reasonable amounts upon specific listing reasonable differences related to Lender  
any action hereunder.

7. Noticing. Noticing contained in this Paragraph 7 shall require Lender to incur any expense or take  
any reasonable steps to notify Lender of the event of taking of the Property, or for condemnation of the Note, Lender to make  
any action hereunder.

6. Payment. Lender may make or cause to be made reasonable amounts upon specific listing reasonable differences related to Lender  
any action hereunder.

5. Payment. The proceeds of any award or claim to be made for damages, direct or consequential, in connection with any  
interests in the Property.