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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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Loan #11-030018-3

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 2,
1986. The mortgagor is Thomas P. O'Connell and Elizabeth M. O'Connell, his wife,
("Borrower"). This Security Instrument is given to CAGE PARK SAVINGS AND LOAN ASSOCIATION, which is organized and existing
under the laws of State of Illinois, and whose address is 5400 South Pulaski, Chicago, Illinois 60632, ("Lender").
Borrower owes Lender the principal sum of SIXTY TWO THOUSAND AND NO/100
Dollars (U.S. \$ 62,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on October 10, 2001. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in Cook, Illinois.

Lot 33 (except the South 10 Feet theretofore) and Lot 34 (except the North 10
Feet thereof) in Block 8 in Rosedale, being a Subdivision by John N. Staples
of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the North West $\frac{1}{4}$ of Section 10, Township 38
North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. *m/c*

P.I.N. 19-10-124-032-0000

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which has the address of 5039 South Kenneth, Chicago,
60632 (Street) (City)
Illinois (Property Address); [Zip 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 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 seized 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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This arrangement was prepared by **John C. Gandy**, Jr., B6632.

My Commission is held under authority of the State of Illinois		My Commission Expires 01-23-90
Nancy PERCHATSCH		Noary Public, State of Illinois
Official Seal		Noary Public
..... day of		Notary Public
..... 19..		(Signature)

... Nancy Petrichatcch, P., O'Connelle, L. and Pittsabech, M., Notary Public in aid of valid warranty and trustee, do hereby certify that before me and in (ure) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instruments, have executed same, and acknowledge said instrument to be **CHARGE** ... free and voluntary act and deed and that they ... exceeded said instrument for the purpose and uses herein set forth.

STATE OF **Illinoi**s COUNTY OF **Cook**
ss. } **Co.**

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree 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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have no agreement of this Security instrument disallowed at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remonstrance) before or after the date of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enjoining this Security instrument. These conditions are: (a) pays Lender all sums which the Lender would be due under this Security instrument and has Note paid, no acceleration accrued; (b) enters into other agreements or arrangements or agreements; (c) pays all expenses incurred in foreclosing this Security instrument; or (d) fails to pay the taxes, insurance premiums, fees, and other amounts required by the terms of this Security instrument, including, but not limited to, reasonable attorney's fees and costs of collection and defense.

"[L]ender agrees that [] days from the date the Borrower receives notice of acceleration, [] The notice shall provide a period of no less than [] days during which the Borrower may cure the default. If the Borrower fails to pay the amounts due within such period, the Lender may thereafter notice of demand on Borrower, remedies permitted by this Section notwithstanding.

16. **Horrower's Copy.** Borrower shall be given one collateral copy of the Note and of this Security Instrument.
17. **Transfers of 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, if all or any part of the Property or any interest in it is sold or transferred) without Lender's prior written consent, at his option which may, at his 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 in or title date of this Security Instrument.

15. Governing Law: Sovereignty. This Security Instrument will be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is declared to be invalid, Note can be given effect without the conflicting provision. To this end the provisions of this Security Instrument will 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 will not affect other provisions of this Security Instrument or the Note are declared to be invalid.

13. Notices. Any notice to Doroower provided for in this Security Agreement shall be given by mailing to Doroower's principal place of business at its address set forth above or by delivery in person or by mail to Doroower's principal place of business at its address set forth above or by electronic mail to Doroower's e-mail address set forth above. Any notice to Lender provided for in this Security Agreement shall be given by mailing to Lender at its address set forth above or by delivery in person or by electronic mail to Lender's e-mail address set forth above.

13. Large-Scale Application Approval A large-scale application approval is a formal process by which a company can demonstrate its ability to handle large-scale applications.

11. Security Instruments shall bind jointly the successors of Lender and Borrower, in the consequences and obligations of paragraphs 7, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable for all amounts due under it, notwithstanding any agreement to the contrary; Co-signers, joint or otherwise, shall be liable for all amounts due under it.

10. Borrower Not Responsible; Forbearance Not a Waiver. Extension of the time for payment or modification of principal or interest due to this Securitry Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or any successor in interest of Borrower to pay to this Securitry Instrument granted by Lender any amount due thereon.

make an award or settle a claim for damages, Borrower shall respond to Lender within 30 days after the date the notice is given. Lender is authorized to apply the proceeds, at its option, either to recoup all or a portion of the amount of such damages, or to sue for the same in his own name or in the name of Borrower.

Software is abandoned by its provider, it will affect those by law since it is considered as illegal to be used.

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, instruments Borrows 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

any condemnation or other taking of any part of the Property, or for damage, direct or consequential, in connection with any proceedings of any award of claim for damage, or for conveyance in lieu of condemnation, are hereby

Insuring income termintes in accordance with Borrower's and Lender's written agreement or applicable law.