MAIL

AVONDAGE FIGHE CORN. 86565430

Acct: 8

8-2773-96

PTN:

04-09-100-043

This instrument was prepared by:

Edward D. Palasz, Executive Vice President

Avondale Federal Saving Bank 20 North Clark Street Chicago, Illinois 60602

AVONDALE PRIME LOAN MORTGAGE

THIS MORTGAGE is made this Ray I	24th Larsen & Helen	day of November	986 between the
(herein "Borrower"), and the Mortgagee AVO Chicago, Illinois 60802 (herein "Lender").	NDALE FEDERAL SAVINGS BANK	, a federally chartered savings	bank, whose address is 20 North Clark Street,
be advanced pursured to the obligation of Lerinterest and, with the datance of the indebit TO SECURE to Lender the repayment of Advances") as are described in paragraph 18 security of this Mortgage, and the performant convey to Lender the property.	nder (whichever is lesser), and evide tedness, if not sooner paid, due a the indebtedness evidenced by the shereol), the payment of all other a de of the coverants and agreement bed below or in the attached Exh	inced by Borrower's Note, proving payable on	num Amount"), or so much of that sum as may riding for morithly payments of principal and/or .ber .23, 1991. Id to, such obligatory future advances ("Future dvanced in accordance herewith to protect the sd, Borrower does hereby mortgage, grant and y of
State of	the address of _2555_CFA	Ill. 600	rthbrook, ("Property Address"). 62

See attached

TOGETHER with all the improvements now or herea for prected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and ges rights and profits, water, water rights and water study, all districts now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a partic, the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold eatate if this mortgage is on a leasehold) are appeared to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate ner, by conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, with the exception of those items, if all y, ills, ad in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that Borrower will warrant and Leisen's generally the title to the Property against all claims and demands, subject to any encumbrances, declarations, essements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due vilhout set off, recoupment, or deduction, the principal of and the interest on the indebtedness evidenced by the Note, and late charges as provided in the highest principal of and interest on any fluture Advances secured by this Mortgage.
- 2. Application of Payments. All payments received by Lender under the Note and paragriph it hereof shall be applied by Lender first in payment of interest due on the Note, then to the principal of the Note, including any amounts considered //a edded thereto under the terms hereof.
- 3. Charges; Liene. Borrower shall promptly pay all obligations secured by a mortgage or another charges. These and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due. Borrower shall promptly furnish to Lender att notices of amounts due under this pere graph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall receipt any lien which has priority over this Mortgage with respect to any sum, including but not limited to, Future Advances.
- 4. Hezerd insurance. Borrower shall keep the improvements now existing or hereafter eracted on the P operly insured against loss by fire, hezerds included within the term "extended coverage", and such other hezerds as Lender may require and in such amount of such periods as Lender. They require; Provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage equir in to pay the sums sentined by this Mortgage and all other Mortgages and Trust Deeds with respect to the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; Provided that such approval shall nee-be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower when due.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgag actual 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 furnished. Conder all renewal notiges and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Conder 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 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 florrower, if the Property is abandoned by Borrower, or if Borrower falls to respond to Lander within 30 days from the date notice is mailed by Londer to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is suthorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to 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 paragraph 1 hereof or change the amount of such installments. If under paragraph 15 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 eate or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; 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 unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's chilipations 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.
- 8. Protection of Lender's Security. If Borrower falls to perform the Covenants and agreements contained in this Mortgage, or any mortgage or trust deed affecting the Property, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, inscivency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then lander at Lander's option, upon notice to Borrower, may make such appearances, dispurse such sums and take action as its necessary to protect Lender's interest, including, but not limited to, dispursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6 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 considered as so much additional principal due under the Note payable upon notice from Lender to Borrower requesting payment thereof, and shall beer interest from the date of disbursement at the rate payable from 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 beer interest at the highest rate permissible under applicable law. Nothing contained in this pargraph 6 shall require Lander to indur any expense or take any action hereunder.

7. Inspection. Lender may hake or duce to be made reasonable outree upon and happed tone of the Property, providing that Lender shall give Sorrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. 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 iteu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Properly, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Sorrower. In the event of a partial taking of the Property, unless Sorrower 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 fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Sorrower.

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 ciaim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the 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 paragraph 1 hereof or change the amount of such installments.

- 9. 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 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.
- 10. Forbearance by Lender Not a Waiver. 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. 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 indebtedness secured by this Mortgage.
- 11. Remedies Cumulative. All remedies provided in this Mortgage are distint 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.
- 12. Successors and Assigns Bound; Joint and Several Liability; Captions. The convenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and hereings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 13. 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 mailing suction (ce 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 to be a conder shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in this manner designated herein.
- 14. Governing Law; Severability This Mortgage shall be governed by the laws of Illinola. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, Puch 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. Time is of the essence of this Agreegment.
- 18. Acceleration; Remedies. Upon Borrower's default in the performance of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender makes the option, and without notice to Borrower, declare due and payable all sums secured by this Mortgage and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect after default, all estimated and actual expenses incurred by reason of said default, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts, and little reports.
- 17. Assignments of Rents; Appointment of Receiver; Lender in Possession. As /d/litional security hereunder, Borrower hereby assigns to Lender the rents of the Property; Provided, that Borrower shall, prior to acceleration under parup/up/) 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, and at any #.... prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be e-little: to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by *Lende** or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's less, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be itset, it is account only for those rents actually received.

18. Future Advances. The Holder of the Note secured by this Mortgage is obligated to make advance? of principal as requested from time-to-time for a period of five (5) years from the date of the Note, unless the amount requested when added to the ther "Listanding principal balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note or Mortgage, or there shall then exist a federal, state, or local statute, aw, or ordinance, or a decision by any tribunal which (in the reasonable opinion of any Holder of the Note) adver, say affects the priority or validity of the Note or this Mortgage, or the Borrower shall no longer own the Property, or the Borrower is involved in bankrup, or or insolvency proceedings. At no time shall the principal amount of the Indebtedness secured by this Mortgage, not including sums advanced in accordance are with to protect the security of the Mortgage, exceed the Maximum Amount.

19. Release, Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge. Sorrower Sorrower shall post all costs of recordation, it any.

20. Walver of Homestead. Borrower hereby wait	ves all right of home	isteed exemption in the Property.		
IN WITHE	88 HEREOF, Borrow	rer has emcysed this Mortgage.		
STATE OF		, they d.	Jane	<u> </u>
		Ray Larsen	De la	Borrower
COUNTY OF COOK		Helen J. Larser	1	Врпожег
the undersigned	3	a Notary Public in and for sa	id county and state do h	erahy cartify that
Ray L. Larsen & Relen C	. Larsen,	his wife persona	illy known to me to be th	e same person(s)
whose name(s) <u>are</u> subscribed to the for signed and delivered the said instruments as <u>the</u> :	egoing instrument, a	ppeared before me this day in pers	ion, and acknowledged the	
Given under my hand and official seal, this	24th	day of Novemb	er .	10_86
		Prepara a. d	nariani	
My commission expires:		No	otary Public	

300 E. Illinois Rd., Lake Forest, Ill 60045

UNOFFICIAL COPY 9 6 5 6 5 4 5 0

\$12,25 nept-01 140002 TRAN 0213 11/26/86 14:58:00 43102 + B *-86-565430 COOK COUNTY RECORDER

86-505430

3. The land referred to in this policy is described is follows: Lot 46 in Northbrook Knolls, a resubdivi the North est quarter of Section. 9, Township 42 North, Range 12 East of the Third Principality ridian, in Cook County, Illinois,

PT/N: 04-09-100-043

DOOR OR

EXHIBIT A



