PIN 13-05-405-001 & 002 LOAN ACCOUNT 5-41607-96

h 63 This instrument was prepared by:

Edward D. Palasz, Executive Vice President THIS MUNICIPALE IS A JUNIOR WELL ACE

AVONDALE PRIME LOAN MORTGAGE

THIS MORTGAGE IS made this Mortgagor,Paul N. Linzer a	5th nd Joanne M. L	inzor, His wif	February C	19 80 , belween the
(herein "Borrower"), and the Mortgages AVOI Chicago, Illinois 60602 (herein "Lender").	NDALE FEDERAL SAVING	IS BANK, a laderally cha	rtored savings bank, wh	ose address is 20 North Clark Street
WHEREAS, Borrower is indebted to Lend be advanced pursuar. (a) the obligation of Ler interest and, with the Falance of the indebt	idor (whichover is lessor), r	and evidenced by Borrow	er's Note, providing for a	monthly payments of principal and/o
TO SECURE to Londe, a o repayment of Advances") as are described in orragraph 18 security of this Mortgage, or dithe performan convey to Londer the property in ally described of	i hereof), the payment of a ice of the governate and a lood below or in the altac	ill other sums, with inter- igreements of Borrower b thed Exhibit "A" located	est thereon, advanced in herein contained, Borrov 1 in the County of	n accordance herewith to protect the ver does hereby mortgage, grant and Cook

SEE ATTACHED:

TOGETHER with all the improvements now or hereafter vected on the property, and all ensements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water a oct. and all lixtures 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, logather with said property (or the leasehold estate if this mortgage is on a leasehold) of havein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the a tate burnby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, with the exception of those items, if or r. list of in a schedule of exceptions to coverage in any title insurance policy insuring Londer's interest in the Property, and that Borrower will warrant and lefend generally the title to the Property against all claims and demands, subject to any encumbrances, declarations, essuments or restrictions listed in a soft south of exceptions to overage in any title insurance policy insuring Lender's interest in the Property. interest in the Property.

Borrower and Lender covenant and agree as follows:

- Borrower and Lender covenant and agree as follows:

 1. Payment of Principal and Interest. Borrower shall promptly pay when dry without set off, recoupment, or deduction, the principal of and the interest on the indebtodness evidenced by the Note, and late charges as provided in the Hole, including the principal of and interest on any Future Advances. secured by this Mortgage.
- 2. Application of Payments, All payments received by Lender under the Note and pries again the received by Lender first in payment of interest due on the Note, then to the principal of the Note, including any amounts cone deter as added thereto under the terms hereof.
- 3. Charges; Liens, Borrower shall promptly pay all obligations secured by a mortgage or host deed affecting the Property, taxes, assessments, and other charges, lines 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 Lander all notices of amounts due under this person and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lander receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage with respect to any sum, including but not limited to, Future Advances.
- 4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Tri perty insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such counts 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 equived to pay the sums secured 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 florrower subject to approval by Lender; Provided, that such approval shall not be unreasonably withheld. All promiums 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 morter or chuse in favor of and in form acceptable to lender. Londer shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnit in to Londer all renewal notices and all receipts of paid premiums. In the event of less, Borrower shall give prompt notice to the insurance carrier and Lender (a) der may make proof of lass if not made promptly by Barrower.

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 summy secured by this Mortgage with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date notice is mailted by Lender to Borrower that the insurance carrier offers to suffice 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 sums secured by this Mortgage.

Unless Lander 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 heroof or change the amount of such installments. If under paragraph 16 horsef the Property is acquired by Londer, 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 Mortoage 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 repute 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 lease hold. 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 amond and supplement the governants and agreements. of this Mortgage as if the Rider were a part hursel.
- 5. 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 Londer'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 Lander's option, upon notice to Serrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's less 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 Mortgago. Unless berower and Lender agree to citier jums of payment, such amounts shall be considered as so much additional principal dwo under the Note 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 on outstanding principal under the Note vinises 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 paygraph 6 shall require Londer to incur any expense or take any action hereunder.

NOTIGE, san other side for important information.

7. Inspection. Londer may make or or use to so made reasonable consequences notice prior to any such impection specurying reasonable course ns of the Property, providing that Lender shall give a interest in the Property.

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 flew 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 necured 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 Borrower.

if the Property is standared by Borrower, or if, after notice by Lender to Borrower that the condomnor offers to make an award or settle a claim for damages, Borrower Jalis to respond to Lender within 30 days after the date such notice is mailed, Lender is sufficilized 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 tender 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 flability 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. Forbestance by Lender Not a Walver, Any forbestance by Lender in exercising any right or remedy herounder, or otherwise afforded by applicable law, shall not be a walver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other tiens or charges by Lender shall not be a walver 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 distict and cumulative to any other right or remedy under this Mortgage of 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 here incess 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 such and (be 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 ochec to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate 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 the manner designated herein.
- 14. Governing Law; Severability stalls Mortgage shall be governed by the laws of Illinois. 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. Time is of the assence of this Agreegment.
- discharged, in whole or in part, by the proceeds of the loan hereby a cured
- 16. 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 may at its 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, reason at termey's fees, and costs of documentary evidence, abstracts, and title reports.
- 17. Assignments of Rents; Appointment of Receiver; Lender in Possession. As a Joillonal security hereunder, Borrower hereby assigns to Lender the rents of the Property; Provided, that Borrower shall, prior to acceleration under paragraph 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 time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be or little to enter upon, take possession of and marriage the Property and to collect the rents of the Property including those past due. All rents collected by Lender 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 receive, 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 little to account only for those rents actually received.

- 18. Future Advances. The Holder of the Note secured by this Mortgage is obligated to make advances of principal as requested from time-to-time for a period of five (6) years from the date of the Note, unless the amount requested when added to the then cutstending 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, law, or ordinance, or a decision by any tribunal which (in the reasonable opinion of any Holder of the Note) severe or 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 by or insolvency proceedings. At no time shall the principal amount of the Indebtedness secured by this Mortgage, not including sums advanced in accordance the with to protect the security of this Mortgage, exceed the Maximum Amount.
- 19. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without chargour Borrower Shall pay all costs of recordation, if any.
 - Walver of Homestand, Bossower hereby walver all right of homestand examption in the Property

TALL STREET OF FIGURESISMS INCHORDS	HOLDDY MARROR HIS HIGHE OF HOME	stard evalibility in the crops	113.	
	IN WITNESS HEREOF, Boirow	er has executed this Mortgage	o. <i>[</i>]	0
STATE OF	IN WITNESS HEREOF, Bollows	y (full),	Luni	
,	88	Paul N. Linzer	m. 2.22	Bollower
COUNTY OFCOOK,		Joanne M. Linze	r	Bollower
, the undersigned Paul N. Linzer and Joann		, a Notary Public in and fo	said county and sta	ite, do hereby certify that
whose name(s) 2rg subscrib signed and delivered the said instruments a	ed to the foregoing instrument, a	peared before me this day in :	person, and acknowle	dged thatI he _y
•				86
Given under my hand and official seat, the	nu	day of	1/10	100
My commission expires:		- fac a:	Notary Public	(Ser)
7 3 88				2122711

Return this recorded document to: Avondale Federal Savings Bank, 20 North Clark Street, Chicago, Illinois 60602.

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LOTS 10 AND 11 IN BLOCK 3 III HARVEY HILL AND COMPANY'S SUBDIVISION OF PART OF SOUTH EAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 6, 1915 AS DOCUMENT NO. 3557020 (EXCEPT THAT PART THEREOF TAKEN FOR WIDENING OF ELSTON AVENUE) IN COUR COUNTY, ILLINOIS.

19-05-405-001 LT 11 002 LT 1086054420

DEPT-01 RECORDING

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"EXHIBIT A"

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