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MORTGAGE13⁰⁰

THIS MORTGAGE ("Security Instrument") is given on March 5, 1986. The mortgagor is JAMES E. TARGOSZ AND MARY C. TARGOSZ, his wife ("Borrower"). This Security Instrument is given to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing under the laws of the United States of America and whose address is 5455 West Belmont Avenue — Chicago, Illinois 60641 ("Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND AND 00/100 Dollars (U.S. \$..... 60,000.00). 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 April 1, 2016. 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 County, Illinois:

Lot 6 in Block 9 in Otto Rueter's Norwood Park Addition to the West 1/2 of Section 7, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded November 28, 1914 as Document Number 5538910, in Book 135 of Maps, Page 19, in Cook County, Illinois.

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which has the address of 5350 North Nordan Avenue Chicago
[Street] [City]
Illinois 60656 ("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 instrument was prepared by Dolores Lakoma 5455 W. Belmont Ave. Chicago, IL 60641

Nocerry Public

Figure 1

$\angle B = 50^\circ - 5$

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Witnesses my hand and official seal this 13th day of January 19th

..... they, excelled said instrument for the purposes and uses therein set forth.

(b)(5), (b)(7C), (b)(7D)

1. JAMES E. TARGOGS, A Notary Public in said county and state, do hereby certify that
before me and is (are) known or proved to me to be the persons(s) who, being informed of the contents of the foregoing instrument,
have executed same, and acknowledge said instrument to be true and voluntary act and deed and that

STATE OF ILLINOIS
COUNTY OF COOK
SS:

86137984

LOAN NO. 2-110994-8

Fidelity Federal Savings & Loan
Association of Chicago
545 West Belmont Avenue
Chicago, Illinois 60641

BY SIGNING BELOW, PARROWER AGREES AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY RIDER(S) EXECUTED BY PARROWER AND RECORDED WITH IT.

Citizen(s) [Specify]

22. WHETHER OR HOMEOWNED, BORROWER WANTS ALL RIGHTS OF HOMEOWNERSHIP EXCEPTED IN THE REPORTER.

23. PAYMENT TO THIS SECURITY LENDER. IF ONE OR MORE RIDERS ARE EXECUTED BY BORROWER AND RECORDED TOGETHER WITH THIS SECURITY DOCUMENT, THE COVENANTS AND AGREEMENTS OF EACH SUCH RIDER SHALL BE INCORPORATED INTO AND SHALL NOT AFFECT THE SECURITY DOCUMENT. THE COVENANTS AND AGREEMENTS OF EACH SUCH RIDER SHALL NOT BE INCORPORATED INTO THIS SECURITY DOCUMENT.

LENDER'S SIGNATURE (Check applicable box(es))

2-4 Family Rider
 Condominium Rider
 Adjustable Rate Rider
 Adjustable Rate Rider
 Graduate Student Rider
 Planned Unit Development Rider

20. Under **In Possession**, Upon acceptance of any portion of the Propertry and 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 entitled to enter upon, take possession of and manage the Propertry until to collect the rents of the Propertry included in the Propertry, or to remove any fixtures or personalty appurtenant thereto, or to make any other reasonable improvement or alteration thereto, or to do any other thing necessary to protect the Propertry or to collect the rents therefrom.

21. Upon receipt of all sums secured by this Security Instrument, Lender shall release this Security Recievers bonds and reasonable attorney fees, and then to the summa secured by this Security Instrument.

22. Without loss of generality, Borrower shall pay any reasonable expense and attorney fees incurred in the preparation, execution, delivery, recording, filing, or enforcement of this Security Instrument.

NON-UNIFORM COVENANTS. BOTTOWER AND LEANDER FURTHER COVENANT AND AGREE AS FOLLOWS:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower 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 before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make no award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Noticees. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall 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 and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the 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 is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its 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 as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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All amounts due under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument, unless otherwise provided in the Note.

7. Protection of Leender's Rights in the Property: Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding against him singly or jointly with his wife, Leender does not have to do so.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substructure changes, 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 lessee shall merge Lessee's interest in the Property in writing.

Unless a Lender and Borrower otherwise agree in writing, insurance premiums on repair or restoration of property damage, if the restoration repair is economically feasible and Lender's security is lessened, is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance premiums shall be applied to repair or restoration of property damage in writing, unless otherwise agreed by the parties.

All insurance policies and renewals shall be acceptable to Leader, and shall include a standard moratorium clause.
Leader shall have the right to hold the policies and renewals. If Leader receives a claim promptly give to Leader
all receipts of paid premiums and renewals. If Leader receives a claim promptly give to Leader
carrier and Leader. Leader may make proof of loss if not made promptly by Boat owner.

5. Hazarded Insurancce. Borrower shall keep the impovement now existing or hereafter received on the Preperly insured against loss by fire, hazards included within the term "extended covered", and any other hazards for which Lender requires insurance coverage. This insurance shall be maintained in the amounts and for the periods that Lender requires, and any premium paid thereon shall be charged to Lender's approval while shall not be uninsured except as carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall be unreasonably withheld.

Borrowower shall prominently disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment in full of the principal of the obligation secured by the lien in a manner acceptable to Lender; or (b) consents in good faith to the lien, or defers a final determination of the lien in, legal proceedings which in the Lender's opinion relate to the enforcement of any debt or claim against the Borrower.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may arise directly over this Security instrument, and lesachold 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 demand 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 furnish to Lender receipts evidencing the payments.

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

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 paragragh 19 the Property is sold or acquired by Lender, Lender shall apply any Funds held by Lender prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of than immediaely, prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender until the time of application as a credit against the sums secured by this Security Instrument.

If the due dates of all the escrow items, shall exceed the amount required to pay the escrow items when due, the amounts necessary to make up the deficiency in one or more payments as required by Lender.

The Funds shall be held in an institution the deposits or accounts of which are measured or guaranteed by a federal or state agency (including an insurance institution). Lender shall apply the Funds to pay the escrow items, Lender may not charge for holding and applying the Funds, usually the account or verifying the escrow items, unless Lender pays Borroower interest on the Funds and appliesable law permits. Lender can make up charges, Borroower and recipient shall not be paid on the Funds until received shall be paid on the Funds. Unless an agreement is made at or before the time of the Funds, Lender shall not be liable for any interest or earnings on the Funds. Lender shall give to Borroower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the sums secured by purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by

one-half of: (a) yearly taxes and assessments which may affect 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.

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 prepayments due under the Note.