

W.R.
UNOFFICIAL COPY
86201613 3 3 2 0 1 6 1 3
MORTGAGE

13 00

THIS MORTGAGE is made this 15th day of May , 1986
between the Mortgagor CHARLES JOHN MURRAY and ARLENE MARGARET MURRAY, his wife
(herein "Borrower"), and the Mortgagee

CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO,
a Corporation organized and existing under the Laws of the United States of America, whose address is 10801 South
Western Avenue, Chicago, Illinois (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of
TWENTY-FIVE THOUSAND AND NO/100 ----- (\$25,000.00) ----- DOLLARS
which indebtedness is evidenced by Borrower's Note dated May 15th, 1986
(herein "Note"), providing for monthly installments of principal and interest, and shall continue until the entire
indebtedness is paid in full.

TO SECURE to Lender 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, Borrower does hereby
mortgage, grant and convey to Lender the following described property located in the County of COOK
State of Illinois:

Lot 14 in Block 1 in Atwood Addition to Washington Heights, being a Subdivision of
the North 100 acres of the South West quarter and the North 50 acres of the West half
of the South East quarter of Section 23, Township 37 North, Range 13 East of the Third
Principal Meridian, in Cook County, Illinois.

DUK COUNTY, ILLINOIS
RECEIVED FOR RECORD

1986 MAY 21 AM 10:34

86201613

86201613

which has the address of 3433 West 115th Street, Chicago, Illinois 60655
(herein "Property").

REAL ESTATE INDEX NUMBER 24-23-401-011-0000 *AD*

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 seised 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

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

86201613

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 Tax and Insurance. Borrower further promise(s) to pay monthly, in addition to the payment aforementioned, one-twelfth of the annual real estate taxes, as estimated by the Lender, so as to provide for payment in full of the annual tax during the terms of this obligation. Borrower promises, further, to pay monthly a pro-rata share of all assessments, insurance premiums and any other charges that may accrue against the property securing this indebtedness. Such payments shall be placed in a non-interest bearing Tax and Insurance Escrow Account for the payment of said items.

In the event such monies are insufficient for the purpose, and Borrower fails to pay to the Lender without demand the amount of such deficiency, then the Lender at its sole option may at any time pay the whole or any part of such items from its own funds; any such payment from its own funds shall constitute an advance on Borrower's account and shall be added to the principal sum. Such advance shall bear interest from the date thereof. It shall not be obligatory upon the Lender to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring the Lender to advance other monies for said purpose. The Lender has the right to pay the entire tax bill as soon as it is available notwithstanding the fact it is shown payable in installments. The Lender may commingle with its general funds any monies received by it pursuant to the provisions of this agreement, and Lender shall not be liable for any payment of any interest thereon, nor shall the Lender incur any liability to the Borrower, or any other party on account of such monies, except to account for funds disbursed under the terms hereof. Any monies received pursuant to the provisions of this agreement are hereby pledged to the Lender to further secure the Mortgage indebtedness.

3. Application of Payments. All payments received by the Lender in accordance with the terms of the Note secured by this Mortgage shall be applied first to interest, then to the Tax and Insurance Escrow Accounts, and the remainder to principal. Whenever Borrower fails to make a payment, or pay less than the required amount during any month, or elect to skip payments in accordance with the provisions contained herein, Borrower hereby authorize the Lender to add to the unpaid balance of Borrower's loan account at the end of that month, the amount necessary to provide for interest, taxes and insurance and the amount of the tax and insurance charge will be deposited by the Lender into our Tax and Insurance Account.

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 leasehold 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 the Lender, or shall in good faith contest such lien by, or defer 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 including within the term "extra risk 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 the 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 the 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 premium. 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 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 Paragraph 1 and 2 hereof or change the amount of such installments. If under Paragraph 18 hereof the Property is acquired by the 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: 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 provision 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 Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under Paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this Paragraph 7, 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 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 to 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 bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

UNOFFICIAL COPY

19. Borrower's Right to Redetermine. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower's right to redetermine in full or in part the principal amount outstanding under this Mortgage, or to prepay any principal amount outstanding under this Mortgage, shall not be affected by this Mortgage.

of resolution, including, but not limited to, reasonable attorney's fees, and costs of documenting evidence, abstracts and like demands and may preclude this mortgage by judicial proceeding. Lender shall be entitled to collect in such proceedings

of the right to restrictive after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of borrower to accelerate or foreclose; if the breach is not cured on or before the date specified in the note;

carried, and (4) that failure to carry out such breach on or before the date specified in the notice may result in acceleration of the sum secured by the Mortgagor's title to the property. The notice shall inform the Borrower

18. **Acceleration Demand.** Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due every sum secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower at the address provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure the breach; and (3) the date by which such breach must be cured.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration, such notice shall provide a period of no less than 30 days from the date the notice is mailed within which Borrower may pay the sum declared due. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration, such notice shall provide a period of no less than 30 days prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Law.

application by such person to assume the obligation is satisfactory to the Lender and that the interest shall be at such rate as the Lender shall request.

money secretly interest for household appliances, (c) a return of less cost certificates or by operation of law upon the death of a joint tenant, or (d) the grant of any sums to be immediately due and payable. Lender shall have written notice prior to the sale of trustee and the person to whom the property is to be sold or transferred rec'd in writing that

property or the beneficial interest to the trustee, without the transferor's prior written consent. (a) the creation of a lien or encumbrance subordinate to this mortgage except as Note; (b) the retention of a price includine;

17. Transfer of the Property. If all or any part of the property of an trustee, herein is sold or transferred by Borrower or if the beneficial interest of any party thereto in any Land Trust holding title to the property is assigned, sold or transferred, or if the Borrower or title holder in Land Trust enters into any agreement for the sale of the property or any agreement for installment sale of the

16. **Borrower's Copy.** Borrower shall be furnished a colorformed copy of the Note and this Mortgage at the time of execution or after recordation hereof upon request.

provision of clause of the Note which shall not affect other provisions of this provision of this Note without the giving effect to the conflicting provisions, and to this end the provisions of the Mortgage or the Note are declared to be severable.

15. Uniform Mortgagage: Governing Law: Severability: This form of mortgage combines uniform conventions for national life and non-uniform conventions with limited variations by section to constitute a uniform security instrument covering real property. This Mortgagage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any

by notes to Borrower as provided herein. Any note so provided for in this Mortgage shall be deemed to have been given to Borrower by Lender when drawn in the manner described above.

14. Notice: Except for any notice specifically required under applicable law to be given in another manner, (a) any notice to Borrower or to any other party in respect of this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address provided for in this Mortgage or to the address set forth in the Note, and (b) any notice to Lender shall be given by mailing such notice by certified mail addressed to Lender at the address set forth in the Note.

17. **Provisions for the transfer of rights.** All rights under the Agreement shall be transferable by Borrower to any third party at any time during the term of the Agreement, provided that such transfer does not violate the terms of the Agreement or any other agreement between the parties.

12. Remedies. Civil remedies. All remedies provided in this Mortgage are distinct and cumulative to any other right of remedy available by law or equity.

11. **Waiver of Liability.** To the maximum extent permitted by law, Lender shall not be a waiver of any such right or remedy. The foregoing provision of this Agreement, or any applicable law, shall not be a waiver of other rights by Lender to sue for damages.

Any demand made by the original Bottower and Bottower's successors in interest, for payment of the sum secured by the mortgage by reason of successive assignments or otherwise, shall be paid into court, and the court shall direct the payment to be made to the original Bottower and Bottower's successors in interest, and the court may, in its discretion, require the original Bottower and Bottower's successors in interest to pay to the holder of the note, or his assigns, the amount so paid.

10. Borrower Net Demand. Extension of the time for payment or amortization of the sums secured by this mortgagee shall not be construed to release, in any manner, the liability of the

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or succeed by this Mortgage.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the consumer offers to make award of service a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect the proceeds, at Lender's option, either to restore or to repel of the Property or to the sums

which, hereinafter 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 bears to the date of making bears to the date of sale or to the date of maturity prior to the date of making.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage with the balance, if any, paid to Borrower.

9. **Proceeds.** The proceeds of any award or claim for damages, direct or consequential, in connection with the termination of the Project or of part thereof, or for non-convalescence in the course of convalescation, are hereby retained and the property of the Project.