

# UNOFFICIAL COPY

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This instrument was prepared by:

Frances Gast.....  
(Name)  
5159 N. Clark Street  
Chicago (Address) Illinois 60640

## MORTGAGE

86201014

THIS MORTGAGE is made this....., 13th....., day of... May....., 1986., between the Mortgagor, Edward A., Osa, and Marjorie A., Osa, his wife....., (herein "Borrower"), and the Mortgagee,....., NORTH SIDE FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO....., a corporation organized and existing under the laws of, the United States of America....., whose address is....., 5159 North Clark Street, Chicago, Illinois 60640,....., (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty, two, thousand, four hundred, and No/100<sup>th</sup> (\$62,400.00),....., Dollars, which indebtedness is evidenced by Borrower's note dated, May, 12th, 1986,....., (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May, 13th, 2001.....,

To SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of....., Cook,....., State of Illinois:

Lot 10 in N. A. R. Swarts' Resubdivision of that part of Block 16 (South of Chicago and North Western Railroad Company) in Irving Park Subdivision in the South East 1/4 of Section 15, Township 40 North, Range 13 East of the Third Principal Meridian, as per Plat thereof Recorded November 19, 1892 in Book 58 of Plats Page 6 as Document 1771506 in Cook County, Illinois

13-15-413-925

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86201014

which has the address of... 4306 W., Belle Plaine....., .....  
(Street) Chicago.....,  
Illinois, 60641,....., (herein "Property Address");  
(State and 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, 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 household estate if this Mortgage is on a household) are herein referred to 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, 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.

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L-6202-1

86201019  
MAIL  
SOMERSET  
EDWARD A. OAS  
6640 BLACK ST  
CHICAGO, ILLINOIS

NORTH SIDE FEDERAL SAVINGS  
AND LOAN ASSOCIATION OF CHICAGO

86201019

POST MAIL

(Space Below This Line Reserved For Lender and Recorder)

1305 MAIL

13497 # 44 \* 86-291014  
THA333 THON 5A7 05/20/86 13:52:00  
DEPT-A1 RECORDING  
\$13.25

My Commission expires: 2-20-89

Given under my hand and official seal, this 13th day of May, 1986.

Set forth,

..... signed and delivered the said instrument as, Edward A. Oas, for the uses and purposes herein  
..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he,X,  
..... personally known to me to be the same person(s) whose name(s) appear,  
..... do hereby certify that, Edward A. Oas, and Notary Public in and for said county and state,  
I, Notary Public make it and for said county and state,  
STATE OF ILLINOIS, COOK COUNTY, I,

..... County Seal:

Edward A. Oas  
Notary Public  
Edward A. Oas  
Notary Public  
Edward A. Oas  
Notary Public

In witness whereof, Borrower has executed this Mortgage.

23. Waiver of damages. Borrower hereby waives all right of homestead exemption in this Property.  
to Borrower, trustee will pay all costs of consideration, if any.  
22. Waiver. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge  
indebtedness secured by this Mortgage, not including sums advanced to escrow, to protect the security of this  
evidenced by promissory note stating that valid notes are secured hereby. At no time shall the principal amount of this  
make future advances to Borrower, which future Advances, when received by the Borrower, may  
21. Future Advances. Upon receipt of Borrower, Lender, at Lender's option prior to release of this Mortgage, may  
these rents actually received.  
attorneys fees, and then to the sum secured by this Mortgage. Lender and the receiver shall be liable to account only for  
Property and collection of rents, including, but not limited to collection of the cost of managing the property.  
paid due. All rents collected by Lender shall be applied to payment of the property taxes including  
enitled to enter upon, take possession of the property, by agent or by judicially appointed receiver, shall be  
of any period of redemption following judgment, Lender, at any time prior to the expiration  
Upon acceleration under paragraph 18 hereof or abandonment of the property, and retain such rents as they become payable.  
hereof or abandonment of the property, have the right to collect and retain such rents as they become payable.  
hereby assigns to Lender the rents of the property, provided that Borrower shall, prior to acceleration under paragraph 18  
20. Assignment of Rents. Lender in possession, as additional security hereunder, Borrower  
no acceleration had occurred.  
payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if  
in the property and Borrower's obligation to pay the sum secured by this Mortgage shall continue unimpeded. Upon such  
(d) Borrower takes such action to assure that the title of this Mortgage, Lender, interest  
grants, incurred by Lender in enforcing the agreements and agreements of Borrower contained in this Mortgage and in  
expenses of any other government or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable  
breaches of any other agreement or agreement of Borrower contained in this Mortgage; (b) Borrower cures all  
this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration accrued; all  
prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under

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

**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 Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise 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 Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

**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 Lender, or shall in good faith contest such lien by, or defend 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 included within the term "extended 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 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 Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold on policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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 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 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 paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 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 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 provisions 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

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18. **NON-UNIFORMED COVENANTS.** Borrower and Lender further covenant and agree as follows:

Agreement of Borrower in this Paragraph 17 wherein due any sums secured by the Mortgage, Lender required to accelerate shall notice to Borrower as provided in Paragraph 14 specifically: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by the Mortgage, forfeiture of undischarged proceeds and sale of the property. The notice shall contain a statement of the date when due any sums secured by the Mortgage, forfeiture of undischarged proceeds and sale of the property, Lender's demands and costs of documentation evidence, backsets and title reports.

19. **Borrower's Right to Remedy.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Lender shall have the right to have a court of law enjoin Lender to cause to pay when due any sums secured by this Mortgage, Lender's demands and costs of documentation evidence, backsets and title reports.

"If I under-exercised, such option to recuperate, I under-shall provide a period of rest days from the date the notice is mailed within which Borrower may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

obligations under this Mortgage and the Note.

17. Transfer of the Property: If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lenders' prior written consent, excepting (a) the creation of a lien or a garnishment subordinated to this Mortgagge, (b) the creation of a Purchaser security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any easement limited to less than one-half acre, Lender shall have written notice of such transfer by less than four years or less than one month before the date of transfer.

and the provisions of the Mortgagee and the Note are deemed to be determinable.

**15. Uniform Mortgagors:** Government Law is severable. When used in the uniform documents described below:

This agreement and its attachments are the property of the Plaintiff. The Plaintiff may copy or reproduce any part of this agreement or its attachments for his/her own personal use. Any notice provided to the Plaintiff must be given in writing and delivered to the Plaintiff's address as set forth above.

12. Remedies Cumulative. All remedies provided in this Mortgagee, the distinct and cumulative, to any other right or remedy under this Mortgage, and may be exercised separately or together, and may be exercised at any time before or after the date of maturity of the Note.

10. Borrower Not Keleas: a. Extraction of the time for payment or modification of any sums accrued by this Mortgagor shall not be entitled to any successor in interest of Borrower. b. Extraction of the time for payment or modification of any sums accrued by this Mortgagor shall not be entitled to any successor in interest of Borrower. c. Extraction of the time for payment or modification of any sums accrued by this Mortgagor shall not be entitled to any successor in interest of Borrower.

or postpone the due date of the monthly instalments referred to in paragraphs 1 and 2 hereof or change the amount of such instalments.

If the property is an abandoned or derelict property, Borrower shall be liable to Lender for all costs and expenses of restoration or repair of the property to its former condition, plus such penalties as may be provided by law.

With the exception, 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 amounts secured by this Mortgage, much as is equal to the proportion which the amount of the sums taken bears to the fair market value of the Property prior to the date of taking, with the balance of the proceeds paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued by the Mortgagor and shall be paid to Lender.

3. Impersonation. Lennder may make or cause to be made representations upon and impersonations of the Lessee or the Borrower shall give notice prior to any such representation being made to the Lessee or the Borrower.

intereat 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 shall render liable for any expense or take any action under applicable law.

Lender's written agreement or applicable law. Borrower shall pay the amount of all money due under the terms of this paragraph 2 hereof.