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COOK COUNTY, ILLINOIS  
SEARCHED FOR RECORD

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... June 28, 1986. The mortgagor is ... Glenn Shelton Key and Mary Jean Key, his wife ..... ("Borrower"). This Security Instrument is given to ... Hyde Park Bank and Trust Company ..... which is organized and existing under the laws of ..... Illinois ..... and whose address is ... 1325 EAST 53rd STREET, Chicago, Illinois, 60615 ..... ("Lender"). Borrower owes Lender the principal sum of .... Fifty Thousand and NO/100..... Dollars (U.S. \$.... 50,000.00.....). 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 ... August 1, 2001..... 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 ..... Cook County, Illinois:

Lot 7 in Block 1 in South Bryn Mawr, subdivision of Lots 1,2,3,4,5,16 to 20 in Block 6 in Stave and Klemm's subdivision of the North East 1/4 of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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which has the address of ... 7330 South Paxton ..... [Street] ..... Chicago ..... [City],  
Illinois ..... 60649 ..... ("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 seised 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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<p>19. Acceleration: Remedies. Lender shall have notice to Borrower to accelerate following Borrower's breach of any covenant or agreement in this Security instrument but not prior to acceleration under paragraphs 13 and 17 unless such shall specifically: (a) the default is Borrower, by which the default must be cured and (d) that failure to cure the date specified in the notice specified in the notice may result in acceleration of the sum secured by this Security instrument, for collection and sale of the property. The notice shall further specify that the date specified in the notice specified in the notice may result in acceleration of the sum secured by this Security instrument, for collection and sale of the property. The notice shall further specify that the date specified in the notice specified in the notice may result in acceleration of the sum secured by this Security instrument, for collection and sale of the property. The notice shall further specify that the date specified in the notice specified in the notice may result in acceleration of the sum secured by this Security instrument, for collection and sale of the property.</p>	<p>20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and in any other case of non-payment of any period of redemption following sale, Lender (in person, by agent or by judgeably appointed receiver) shall be entitled to collect to the extent of and measure the property and to collect the rents of the property including those rents collected by Lender or the receiver shall be applied first to pay the costs of management of the property including those rents collected by Lender or the receiver shall be applied first to pay the costs of reasonable attorney fees, and then to the sums secured by this Security instrument.</p>
<p>21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recording costs.</p>	<p>22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.</p>
<p>23. Right to Substitute Rider. If one or more riders are executed by Borrower and recorded together with this Security instrument, the terms and agreements of each such rider shall be incorporated into and shall supersede the rider(s) were a part of this Security instrument. [Check if applicable Rider(s)]</p>	<p>24. Family Rider. <input type="checkbox"/> Grandparent Rider  <input type="checkbox"/> Cared for Minors Rider  <input type="checkbox"/> Adjustable Rider  <input type="checkbox"/> Other(s) [Specify]</p>

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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 an 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 [Redacted]; 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. Notices.** 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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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower security instruments shall bear interest from Lender to Borrower.

Any amounts disbursed by Lender under this Note or other terms of payment shall bear additional debt of Borrower secured by this Lender may take action under this Paragraph 7, Lender does not have to do so.

Instrument, applying in court, paying reasonable attorney fees and expenses to the propery to make recapture. Although

Lender's rights in the Property (such as a proceeding in bankruptcy, probable, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the property and Lender's rights

Borrower shall comply with the provisions of the Note. And if Borrower acquires fee title to the Property, the Lender shall have to the merger in the instrument, or there is a legal proceeding that may significantly affect

6. Preservation and Maintenance of Property; Mortgage Insurance. If Borrower fails to perform the fee little shall not merge unless Lender agrees to the merging.

Borrower shall comply with the provisions of the Note. And if Lender has prior rights over this Security instrument is on a leasehold,

Instrument immediately prior to the acquisition.

Lender shall not merge to the extent to the extent of the sum secured by this Security from damage to the Property is acquired by Lender, Borrower's right to any insurance policies and/or payments resulting

under Paragraph 19 the Property is referred to in paragraphs 1 and 2 of this instrument is on a leasehold or

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of this instrument is on a leasehold or

unless Lender and Borrower otherwise agree in writing, insurance proceeds shall not exceed or

when the notice is given.

The Property or to pay sums secured by this Security instrument, whether or not when due. The day period will begin

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore

Borrower judgment that Lender may not answer within 30 days a notice from Lender that the insurance carrier has

applied to the sums secured by this Security instrument, whether or not when due, will pay excess paid to Lender, if

restoration or repair is not economically feasible and Lender's security would be lessened, the insurance proceeds shall be

of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, it will be

unless Lender and Borrower otherwise agree in writing, insurance proceeds will be applied to restoration or repair

carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Lender shall have the right to hold the policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

All insurance policies and renewals shall be chosen by Borrower subject to Lender's approval which shall be unreasonably withheld.

5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter created on the Property

of the following or notice.

This insurance shall be maintained in the term "excepted coverage", and any other hazards for which Lender

insured against loss by fire, hazards included within the term "excepted coverage", and any other hazards for which Lender

requires insurance carrier to hold the premiums and renewals, if Lender receives prompt payment by Borrower to Lender

all receipts of paid premiums and renewals shall be prompt notice to the insurance agent by Borrower to Lender

unless Lender makes payment of the premiums and renewals shall be prompt notice to Lender to the insurance agent by Borrower to Lender

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