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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 14....., 19...86... The mortgagor isNORMA J. CALLAGHAN, a widow..... ("Borrower"). This Security Instrument is given to ...STANDARD.....FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO....., which is organized and existing under the laws ofthe United States of America....., and whose address is 4192 S. Archer..... Avenue.....Chicago, Illinois 60632..... ("Lender"). Borrower owes Lender the principal sum ofTWENTY THREE THOUSAND FIVE HUNDRED AND NO/100..... Dollars (U.S. \$....23,500.00.....). 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 onSeptember 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 inCook..... County, Illinois:

LOT 42 IN CONOVER'S SUBDIVISION OF SOUTH 1/2 OF BLOCK 9 AND ALL OF BLOCK 16 (EXCEPT SOUTH 132 FEET OF WEST 110 FEET OF NORTH 1/2 OF SAID BLOCK 16) IN JACOB WEBB'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERM TAX NO: 19-14-423-026-0000

which has the address of3242 W. 62nd Street....., Chicago.....,
[Street] [City]
Illinois60629..... ("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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Witnesses my hand and official seal this 17th day of July 1986
My Commission Expires: 3-11-89
Notary Public
Oleander Barber (Seal)

..... Chatsitic, Wallow, Norma J., Callo, a widow, a Notary Public in and for said county and state, do hereby certify that before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be free and voluntary act and deed and that (his, her, their) she executed said instrument for the purposes and uses herein set forth.

STATE OF *Illinois* **COUNTY OF** *McHenry* **ss:** { *Okay*

LOAN NO: 50-01-039045



[Space Below Line for Acknowledgment]

NORMA J. CALIZO
—BORROWER
.....(Seal)

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- 2-4 Family Rider
 - Condominium Rider
 - Adjustable Rate Rider
 - Other(s) [Specify]

22. Waiver of Homestead. Borrower waives all right of homestead except in the Property.

23. Right to Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

20. Lender in Possession. Upon acceleration under paragraph 19 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 entitled to enter upon, take possession of and manage the Property and to collect the rents of apportioned real property included in the possession of and managament of the Property until Lender has received payment in full of all sums secured by this Security Instrument.

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 recordation costs.

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UNIFORM COVENANTS, Borrower and Lender when they agree to apply: § 5-1-a

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 prepayment and late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over 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.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 paragraph 19 the Property is sold or 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 Security Instrument.

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold 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 time directly to the person 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 promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change 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 leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Remit. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remittance) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays Lentee all sums which he or she due under this Security Instrument and the Note had no acceleration; (b) cures any default of any other covariance of any instruments or agreements; (c) pays all expenses incurred in enforcing this Security Instrument; (d) pays Lentee the sum of \$100 plus interest thereon at the rate of 12% per annum from the date of acceleration to the date of payment; and (e) pays Lentee the costs of collection, including attorney's fees, if any, and the costs of any suit or action to collect the amount due under this Security Instrument.

federal law as of the date of this Security Instrument.

permitted without Lennder's prior written consent, Lennder may, at its option, require immediate payment in full of an amount secured by this Security Instrument, However, this option shall not be exercised by Lennder if exercise is prohibited by

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a Beneficial Interest in Borrower is sold or transferred to someone else, the interest in the Property or a Beneficial Interest in Borrower is sold or transferred and Borrower is no longer a party to this Agreement, Borrower shall be relieved of all further obligations under this Agreement.

Note are declared to be severable.

Note: Certain provisions within this agreement 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

15. **Severability Law.** This Security Instrument shall be governed by law and the law of the jurisdiction in which the Property is located. In the event that any provision of or cause of this Security Instrument or any part thereof is held invalid, illegal or unenforceable, such provision or part shall be deemed severable from the remaining provisions of this Security Instrument and the remainder of the provisions of this Security Instrument shall remain in full force and effect.

published in this section shall be deemed to have been given to the Boarder if such notice is given to the Boarder in this respect.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be delivered to or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the mailing address set forth in the beginning of this instrument.

13. **Legislation Affirming Lender's Rights.** If enactment of legislation of any kind that would render ineffective any provision of this Note or this Security Instrument under or contrary 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 takes the steps specified in the second paragraph of

12. **Loan Prepayments.** 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, item (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 exceed the note or payment to Borrower. If a refi nd reduces principal, the reduction will be treated as partial prepayment without any prepayment charge under the Note.

11. Successors and Assigns. The covenants and agreements of this Security Instrument shall bind any heirs, successors and assigns of Lender and Borrower, subject to the provisions of paragraph 11. Borrower's covenants shall be joint and several. Any Borrower who co-signs this instrument but does not execute the Notice; (a) is co-signing this Security Instrument only to convey title to the property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without the consent of the other Borrower.

shall not be a waiver of or preclude the exercise of any right or remedy.

to the sums secured by this Security Instrument, whether or not then due.
Unless otherwise agreed in writing, any application of proceeds to principal shall not extend beyond
the date of the maturity of payments 1 and 2 or change the amount of such payments.
10. Borrower Not Responsible. Extension of time for payment
postpone the due date of the monthly payments 1 and 2 or change the amount of such payments.
modification of amounts secured by this Security Instrument or
modification of amounts paid by this Security Instrument
interest of Borrower or his successors in interest.
Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for
interest of Borrower or his successors in interest.

If the property is damaged by water or fire, either notice must be given in writing to the lessor within 30 days after the damage occurs.

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or not them paid to Lender.

any condominium or other taking of any part of the Property, or for convenience in lieu of condominium, are hereby granted to the lessee for damages, direct or consequential, in connection with the termination of this lease.

8. **Inspec^{tion}**, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement for the