UNOFFICIAL GQRYC7/2298

AVONDALE PRIME MORTGAGE

Acct.NO. 5-19952-97 J.J. All

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AVONDALE PRIME MORTGAGE

86392637

| THIS MORTGAGE is made this Mortgagor, Miles E. Conley and D. | 28th orothy L. Conley | , His wife | August | 19 86 | , between the |
|--|--|-------------------|--|-----------------------------|------------------------------------|
| (herein "Borrower"), and the Mortgages | | | BANK, a federally-c | hartered savings bank | k, whose address |
| is 20 North Clark Street, Chicago, Illin WHEREAS, Borrower is Indebted to as evidenced by Borrower's Note, dated with the balance of the Indebtedness, | Lender in the princ August 28, 1986 | ipai sum of (\$ | ng for monthly payi | menta of principal and 2016 |) Dollars, d/or interest and, |
| TO SECURE to Lender the repayment sums, with interest thereon, advanced is covenants and agreements of Borrower legally described in the attached Exhib which has the address of 7627 S. Ph. | n accordance herev | ith to protect to | he security of this ereby mortgage, or | Mortgage, and the pe | rformance of the nder the property |
| ("Property Addrer s") | | · | | | |

TOGETHER with 7,1 the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalities, mineral, oil and que 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 principle the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "P or erty".

Borrower covenants that Borrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is an anoumbered with the exception of those items, it any, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that Borrower will warrant and defend generally the title to the Property against all claims a id de mands, subject to any encumbrances, declarations, easements or restrictions asted in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property. vey the Property, that the Property is an ancumbered with the exception of those items, if any, listed in a schedule of exceptions

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due without set-off, recoupment, duction, the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note.
- 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 asseruments, 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 estimate Jinitially 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 "Intured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds o 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 our applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Nortgage 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 dubit 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 pelyable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to a spid taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, such a promptly repaid to Borrower's option. rower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lendur chall 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 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to 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.

- Application of Payments. 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, including any amounts considered as added thereto under the terms hereof.
- Charges; Liens. Borrower shall promptly pay all obligations secured by a mortgage or trust deed affecting the Property, 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 Mort-
- 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 and all other mortgages and trust deeds with respect to the Property.

Property of Cook County Clerk's Office

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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 the 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 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 falls to respond to Lender within 30 days from the date notice is malied 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 17 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.

- keep the Property is good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions or any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Bo rover 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 Ler der's Security. If Borrower falls to perform the covenants and agreements contained in this Mortgage, or any mortgage or truck deed affecting the property, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, in cluding, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decount, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is consistently to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon he Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Corrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance term inates 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 Lander agree to other terms of payment, such amounts shall be considered as so much additional principal due under the Note 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.

- 8. Inspection. Lender may make or cause to be made regionable entries upon and inspections of the Property, providing that Lender shall give Borrower notice prior to any such inspection application application and the Property.
- 9. Condemnation. The proceeds of any award or claim for dama_ea, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in the 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 section unity this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Leader otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds at it equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair, market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor of and to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date such notice in mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Morrogade.

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.

- 19. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 11. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a walver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a walver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

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| of redemption following judicial sale, Lender, in persor, by rigent or by judicially appointed receiver, shall be entitled to enter upon, | 18. Assignment of Rents; Appoint nent of Receiver, Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Possession to a Lender the rents of the Possession or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. | 4 | nitied to enter upon, | or by judicially appointed receiver, shall be e | e, Lender, in persor, 🗠 🕫 gent o | as lafotbuj pniwollot noltqmaber to |
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| toeredy sestants to Lender the rents of the Fronkty; Provided, that Borrower shall, prior to acceleration under paragraph 17 hereor | | . 1 | paragraph 17 hereof | Borrower shall, prior to acceleration under | edt the Fronskty; Provided, the | nemby assigns to Lander the rents |
| 18. Assignment of Rents; Apploint in Preceiver, Lender in Presession. As additions security hereunder, Botrower | | ı | hereunder, Borrower | Lender in Possession. As additional security | pevisoeff to trien thiot gA jetne | A to ineminglack .at |
| | not limited to, ressousble attorneys' it en and costs of documentary evidence, abstracts, and title reports. | | | ntary evidence, abstracts, and title reports. | e, ite and costs of docume | not limited to, ressonable attorney |

in this Mortgage, including the cover ante to pay when due any sums secured by this Mortgage, Lender may at its option, and without ceeding. Lender shall be entitled to collect in such proceeding all estimated and actual expenses of foreclosure, including, but not limited to, reasonable attorneys' it e., and costs of documentary evidence, abstracts, and title reports.

or in part, by the received of the loan needby secured, worwitnes and of the stansfer, as determined by Lender's to a third party who would qualify for a loan in the amount due on the flots at the time of the transfer, as determined by Lender's to a third party who would qualify for a loan in the mount due on the flots at the transfer upon the payment underwiting stander, the a numbtion feet. The a numbtion feet will not exceed the Lender's then current charges for the origination of new mortgages including, but not limited it, discount and origination feet.

17. Acceleration of an expensive coverance of any when due any sins secured by this Mortgage, Lender may at its option, and without in this Mortgage, including the coverants to pay when due any sums secured by this Mortgage, Lender may at its option, and without in this Mortgage, including the coverants to pay when due any sums secured by this Mortgage, Lender may at its option, and without

ferred by Borrower without Lenders prior written consent, excluding (a) the property of an interest therein is sold or transferred by Borrower without Lenders prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to the property, (b) the creation of a purchase money security Mortgage which does not relate to a transfer by devited, descent or by operation of the upon the death of a joint tenent or (d) a transfer by devited, descent or by operation of the upon the death of a joint tenent or (d) a transfer by devited, descent or by plot of the property, or any lessabloid interest of three years or less not containing an option to purchase, (e) a transfer, in which the transfer is a person who occupies or will occupy the property, or (5) a transfer to a relative resulting from a decrease, (e) a transfer to a relative resulting from a decrease of alsohution of maritage, legal separation agreement, or from an incidential property extransfer resulting from a decrease of alsohution of maritage, legal separation agreement, or from an incidential property extracts and remains the beneficiary and occupant an owner of the Borrower is agreement, or fine the analysis property and the second of the beneficiary and occupant and owner of the Borrower is a pour transfer and occupant and owner of the Borrower is an owner of the Borrower is the beneficiary, unless as a condition precedent to an interview of the Borrower is an expense of alsohution of the Ender by which the beneficiary and occupant of the Borrower is an order of the beneficiary, unless as a condition precedent to an interview of the lost interview of the fransfer is beneficial interest to be immade the lost in the lost into lost

The Governing Lew; Severability. This Mortgage shall be governed by the law of Illinois. In the event that any provision or clause of this Mortgage or the Mor

Ite. Motios. Except for any notice required under applicable law to be given in another/maintel; (a) any notice to be given in this Motigage shall be given by mailing such notice addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein, and (b) any notice to Lender shall be designate by notice to Borrower as provided herein. Any notice provided for in this Morigage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

LOTS 28 AND 29 IN BLOCK S IN SOUTH SHOW BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT S 75) OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE TIERD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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LOTS'28 AND 27 IN BLOCK 3 IN SOUTH SHORE PARK, BEING A SUBDIVISION OF THE SOUTHWEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT STREETS) OF SECTION 30, TOWNSHIP 38
1 LLINOIS

Property of Cook County Clerk's Office