

② 369972 UNOFFICIAL COPY

87412236

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 9, 1987, the mortgagor is PAUL P. SZACHNITOWSKI, a bachelor and LES MORGAN and LORRAINE MORGAN, his wife, ("Borrower"). This Security Instrument is given to ST. ANTHONY FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of United States of America, and whose address is 1447 South 49th Court, Cicero, Illinois 60650. ("Lender"). Borrower owes Lender the principal sum of NINETY TWO THOUSAND FIVE HUNDRED AND NO/100THS Dollars (U.S. \$ 92,500.00). 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 on August 1, 2002. 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:

The South 30 feet of Lots 19 to 43 both inclusive in Block 1 in Hinkamp and Company's 55th Street and Crawford Avenue Subdivision of the North 1/2 of the North East 1/4 of the North East 1/4 of Section 15, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

B.C.O  
Permanent Index No: 19-15-207-047 *advt*

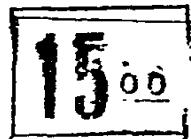
DEPT-01 RECORDING \$15.36  
184442 TRAM 1332 97/27/87 14:22:00  
43167 # D \*--87-412236  
COOK COUNTY RECORDER

which has the address of 5511 South Komensky Chicago  
Illinois 60638 [City]  
("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 seized 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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This instrument was prepared by Notary Public, State of Illinois  
My Commission Expires Jan. 10, 1998  
Notary Public Seal  
THEODORE F. ZIEGEN

With this my hand and official seal this..... day of ..... 1987.

(he, she, they)  
They..... executed said instrument for the purposes and uses herein set forth.  
have executed same, and acknowledge said instrument to be..... **cheat**, free and voluntary act and deed and that  
before me and is (are) known or proved to me to be the person(s) who, being informed of the foregoing instrument,  
I, PAUL P. SZACHNITOWSKI, a bachelor & LES MORGAN, and LORENZINE MORGAN, his wife, personally appeared  
a Notary Public in and for said county and state, do hereby certify that

COUNTY OF **Cook** }  
STATE OF **Illinois** }

[Space Below This Line for Acknowledgment]

Lorraine Morgan  
(Seal)

Les Morgan  
(Seal)

Paul P. Szachnitsowski  
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security  
Instrument and intends to occupy the property as their primary residence.  
 Other(s) [Specify] \_\_\_\_\_  
 Graduate Payment Rider    Planned Unit Development Rider  
 Adjustable Rate Rider    Condominium Rider    Family Rider  
 Riders to this 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 this instrument as if the rider(s) were a part of this Security  
23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with  
this Security Instrument and agree to pay any recording costs.  
24. Mortgagor intends to occupy the property as their primary residence.  
 Instruments without charge to Borrower. Borrower shall pay any recording costs.  
25. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
costs of managing those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the  
property received shall be entitled to enter upon, take possession of and manage the property and to collect the rents of  
prior to the expiration of the period of redemption following initial sale. Lender (in person, by agent or by judicial  
process or otherwise) shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
but not limited to, reasonable attorney's fees and costs of little evidence.  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by  
this Security instrument without further notice. Lender or other deferee of Borrower to acceleration and foreclosure. If the deferee is not cured on or  
earliest date of a default or any other deferee of Borrower to accelerate after acceleration and the right to assert in the foreclosure proceeding the non-  
performance Borrower of the right to reinstate after acceleration and the sale of the property. The notice shall further  
secured by this Security instrument, foreclose by judicial proceeding. The acceleration of the sums  
and (d) that failure to cure the default on or before the date specified in the notice may result in cure the  
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;  
unless less applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the  
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17  
unless acceleration follows); Remedies. Lender shall give notice to Borrower to accelerate following Borrower's  
non-compliance with further covenant and agree as follows:

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

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 sum 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 improvement, 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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federal law as of the date of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one confirmed copy of this Security Instrument.  
Notes are due and payable to be severable.  
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 his 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 law.

**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 of this Security Instrument violates any applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given without the conflicting provision. To this end the provisions of this Note Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given without the conflicting provision. To this end the provisions of this Note

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person or by mail to the address set forth above or to such other address as Borrower may designate in writing. Any notice given to Borrower shall be deemed to have been given to Borrower when given as provided for in this Security Instrument.

part of preparation without any prepayment under the Note.

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 exceed the 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 prepayment of principal under the Note.

11. Successors and Assignees; Joint and Several Liability; Co-signers. The conventions and agreements of this security instrument shall be succeeded and continued by the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-convenants and agreements shall be joint and several. Any Borrower who co-signs this security instrument shall be liable to Lender and Borrower, and any other Borrower may be liable to Lender and Borrower under the terms of this security instrument, notwithstanding that he or she does not execute the same; (a) is co-signing this security instrument only to mortagage, grant and convey instruments but does not execute the same; (b) is not a party to this security instrument but agrees to be bound by it; and (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security Instrument. Under the terms of this Security Instrument, (d) is not personally obligated to pay modely. Borrower's co-convenants and agreements shall be joint and several. Any Borrower may be liable to Lender and Borrower under the terms of this security instrument, notwithstanding that he or she does not execute the same; (a) is co-signing this security instrument only to mortagage, grant and convey instruments but agrees to be bound by it; and (b) is not a party to this security instrument but agrees to pay the sums secured by this Security Instrument. Under the terms of this Security Instrument, (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security Instrument.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date notice is given, Lender is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the Property or

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security against the sum paid to Lender;

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2-4 FAMILY RIDER  
(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 9th day of July, 1987,  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to  
ST. ANTHONY FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender")  
of the same date and covering the property described in the Security Instrument and located at:

5511 South Komensky, Chicago, IL 60638

(Property Address)

**2-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**B. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**C. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**D. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**E. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

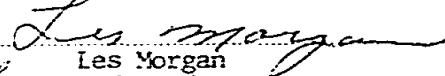
Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**G. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

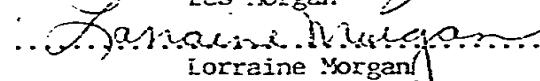
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

  
Paul P. Szachnitowski

(Seal)  
Borrower

  
Les Morgan

(Seal)  
Borrower

  
Lorraine Morgan

(Seal)  
Borrower

REC'D IN  
CITY CLERK'S OFFICE  
8/2/1988

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Property of Cook County Clerk's Office