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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 AUG 21 AM 10:19

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15⁰⁰7/26/96 6/11
BOX 404

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 15, 1987. The mortgagor is ... Louis A. Gano, a bachelor ("Borrower"). This Security Instrument is given to SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION which is organized and existing under the laws of the United States of America....., and whose address is 3626 West 63rd Street, Chicago, Illinois 60629 ("Lender"). Borrower owes Lender the principal sum of ..Forty..Five..Thousand..and..No./100..... Dollars (U.S. \$45,000.00.....). 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 September 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:

Lot 11 in the Resubdivision of Block 7 in Scoville Walker and McElwee's Subdivision in the West 1/2 of the North West 1/4 of Section 1, Township 38 North, Range 13 East of the Third Principal Meridian, together with vacated portions of alley lying between Lots 5 and 6 and 27 and 28 in said Block 7 in Cook County, Illinois.

PERMANENT INDEX NO. 19-01-116-033-0000 *c. no. 2m*

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which has the address of 3114 West 42nd Street....., Chicago.....,
[Street] (City)
Illinois 60632..... ("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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hoy
BOK

ATTN: Cindy Bettske

Homeown, 1111notes 60456

SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION
4062 SOUTHWEST HIGHWAY
PREPARED BY AND RETURN TO:

(Space Below This Line Reserved For Lender and Recorder)

8-14-87

My Commission expires:
Given under my hand and official seal, this 15th day of August, 1987
Signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
personally known to me to be the same person(s) whose name(s) is
do hereby certify that I, Louisa A. Gapo, a Notary Public in and for said county and state,
I, *Louisa A. Gapo*, a Notary Public in and for said county and state,
County of *Cook* State of Illinois.
Borrower
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security
Supplemental instrument, the covenants of each such instrument as if the rider(s) were a part of this Security
23. Ratess to this Security Instrument, if one or more riders are executed by Borrower and recorded together with
this Security Supplemental instrument, the covenants and agreements of this Security instrument shall be incorporated into and shall amend and
supplement the covenants, terms and conditions of this Security instrument, if the rider(s) were a part of this Security
22. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower. Borrower shall pay any recording costs.
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
receivers bonds and reasonable attorney fees, and then to the sums secured by this Security instrument.
costs of management of the property and collection of rents, incurred first to receiver's fees, premiums on
the Property including those possessed of and manage the Property and rents of the Property
appoinited receiver) shall be entitled to enter upon, take possession of and manage the digital sale, Lender (in person, by agent or by judicially
prior to the expiration of any period of redemption following judgment, Lender (in person, by agent or by judicially
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney fees and costs of title evidence.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.
before the date specified in the notice to accelerate to seller in the foreclosure proceeding the non-
exhaustive of a default or any other deficiency of Borrower to accelerate and the right to assert in the foreclosure proceeding the non-
inform Borrower of the right to remit after acceleration and the right to assert in the Property. The notice shall further
secured by this Security instrument, foreclosure by judicial proceeding and notice in acceleration of the sum
and (d) that failure to cure the defect or before the date specified in the notice must be cured;
unless: (c) a date, not less than 30 days from the notice to Borrower, by which the defauts
default; (d) the action required to cure the defect or before the date specified in the notice must be cured;

breach of any covenant or agreement in this Security instrument (but not prior to acceleration paragraphs 13 and 17
19. Acceleration. Lender shall give notice to Borrower prior to acceleration following Borrower's
failure to give notice to Borrower prior to acceleration following Borrower's
non-uniform covenants, Lender further covenants and agrees as follows:

Other(s) (specify) 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider
 Adjustable Rate Rider Condominium Rider 2-4 Family Rider

Other(s) (specify) 1-4 Family Rider

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspect any premises or property owned by Borrower notice given to Borrower in writing. In the event of a partial taking of the property, Lender shall give Borrower notice of its right to collect and apply the damages, either to restore the damage or repair or replace the same in the amount of the taking.

9. Condemnation. The proceeds of any action 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 paid to Borrower.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the date the notice is made an award or claim for damages, Borrower fails to respond to Lender or repair or replace the damage, the amount of 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 destroyed or damaged, either to collect and apply the damages, or to repair or replace the same in the amount of the taking, either to collect and apply the damages, or to repair or replace the same in the amount of the taking.

10. Borrower's Note Released; Robberance By Lender Not a Waiver. Extension of the time for payment of such payments, modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be deemed to release the liability of the original Borrower or Lender to pay the original Borrower or otherwise in interest of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability. 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, (a) any such loan charge shall be reduced by the amount of 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, and (b) any such loan charge shall be reduced by the amount provided for in this paragraph 19, if Lender exercises this option, Lender shall take the steps specified in the second paragraph of this paragraph 17.

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, (a) any such loan charge shall be reduced by the amount provided for in this paragraph 19, if Lender exercises this option, Lender shall take the steps specified in the second paragraph of this paragraph 17.

13. Legaldation Affecting Lender's Rights. If Lender exercises this option, Lender shall take the steps specified in the effect of partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mail unless applicable law requires use of another method. The notice shall be delivered to the Borrower in which the property is located. In the event that any provision of this Security Instrument or the Note contains language in which the property is located, such conflict shall not affect provisions of this Security Instrument or the Note unless the property is located in a foreign jurisdiction.

15. Governing Law; Severability. This Security Instrument shall be governed by the laws of the state or territory in which it was executed.

16. Borrower's Copy. Borrower shall be given one conformable 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 is sold or transferred and Borrower is no longer a natural person in it is sold or transferred prior to written consent, Lender may exercise its rights to security instruments without notice of demand on Borrower.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument before sale of the property pursuant to any power of sale contained in this Security Instrument, including (a) cure any deficiency of any judgment entered to secure payment of any fees, costs, expenses, or other amounts which them would be due under this Security Instrument and those had no acceleration by Borrower to assure that this Security Instrument shall continue unchanged. Upon reacceleration by Lender his rights in the property and Borrower's reasonably require to do any of the following: (b) cure any deficiency of any agreement of any other coowner of this Security Instrument or instrument or agreement of any other coowner of this Security Instrument or instrument or agreement of any other coowner of this Security Instrument, or (c) pay all sums which them would be due under this Security Instrument. Those conditions are contained in this Security Instrument before sale of the property pursuant to any power of sale contained in this Security Instrument.

19. Security Instruments. Lender shall not be liable to the Borrower for any delay in filing a complaint for recovery of any amount due under this Note or for any expense incurred by Lender in the collection of such amount. Lender may file a complaint in the name of the Borrower or in his own name, and Lender may file a complaint in the name of the Borrower or in his own name.

20. General. Lender shall not be liable to the Borrower for any delay in filing a complaint for recovery of any amount due under this Note or for any expense incurred by Lender in the collection of such amount. Lender may file a complaint in the name of the Borrower or in his own name, and Lender may file a complaint in the name of the Borrower or in his own name.

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1-4 FAMILY RIDER
Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 15th day of August 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 SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3114 West 42nd Street - Chicago, Illinois 60632
(Property Address)

1-4 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 1-4 Family Rider.

X.....(Seal)
Louis A. Cano
.....(Seal)
-Borrower

.....(Seal)
-Borrower

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