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87585378

MAIL TO:
BOX 45

DEPT-01 RECORDING \$15.00
T#4444 TRAN 0242 10/29/87 15:40:00
#3908 # ID #-87-565378
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

247888-9

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 23
1987 The mortgagor is LEON KENNIEL, SINGLE, NEVER MARRIED

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 ("Lender"). Borrower owes Lender the principal sum of THIRTY SIX THOUSAND AND NO/100

Dollars (U.S. \$ 36,000.00). 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 NOVEMBER 1, 2017. 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:
Parcel 1:

That part of the West 119-6/12 feet of the East 179 feet of Lot 3 in the Circuit Court Partition of Lot 26 in the School Trustees Subdivision of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows: Beginning at a point 24-7/12 feet South of the Northwest corner of Lot 2 in the Subdivision of Lot 4 (except the West 60.7 feet thereof and except 62.75 feet taken for street and except the South 75 feet thereof) and the West 6 inches of Lot 3 (except the South 75 feet thereof) in Circuit Court Partition of Lot 26 aforesaid; thence East 66.12 feet; thence South 49-2/12 feet; thence West 66.12 feet to the East line of Lot 2 aforesaid; thence North along said East line of Lot 2 to the place of beginning.

Parcel 2:

Lot 2 (except the North 24-7/12 feet thereof) in the subdivision of Lot 4 (except the West 60.7 feet thereof and the South 75 feet thereof) in Circuit Court Partition of Lot 26 in School Trustees Subdivision of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

-87-535378

AJO-PARCEL 1 AJO-PARCEL 2
20-16-202-028 20-16-202-022
which has the address of 5617 SOUTH PRINCETON [Street]

CHICAGO [City]

Illinois 60621 ("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.

15 00

Form 3014 12/83
Amended 5/87

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ATTENTION: SUE SYMIESZ

5501 SOUTH KEDZIE AVENUE
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

My Commission Expires 6/10/88
Notary Public, State of Illinois
Michelle Thomas
OFFICIAL SEAL
Notary Public

BOX 130 RECORDER AND RETURN TO:

CHICAGO, IL 60629
SUE SYMIESZ

PREPARED BY:
My Commission Expires:

chicula jahoma
day of October, 1987

Given under my hand and official seal, this

set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he /she
, personally known to me to be the same person(s) whose name(s) is
do hereby certify that LEON KENNIEL, SINGLE, NEVER MARRIED
is Notary Public in and for said county and state.

Counties:
Cook
STATE OF ILLINOIS.

I, the undersigned

Borrower
(Seal)
Borrower
(Seal)
Borrower
(Seal)
LEON KENNIEL, SINGLE, NEVER MARRIED
J. Leon Kenniel

Instrument signed in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in 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, unless to the contrary indicated by this Security instrument.

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.
23. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
instrument of recordable attorney fees, and return to the same sums secured by this Security instrument.
24. Payment of Rent. Any rents collected from tenants, including, but not limited to, receivers' fees, premiums on
costs of management of the Property and collection of rents, included in, received first to payments first by
the Property including management of the Property and collection of rents, including, but not limited to, receivers' fees, premiums on
appomited receiver) shall be entered upon, take possession of and manage the Property and to collect the rents of the
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgeially
but not limited to, reasonable attorney fees and costs of title evidence).

25. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security instrument further demand and reclose this Security instrument by judicial proceeding
before the date specified in the notice, Lender at its option may immediate payment by all sums secured by
excessive or a default or any other deficiency of Borrower to accelerate the right to assert in the foreclosure proceeding the non
inform Borrower of the right to remit after acceleration and the right to cure the deficiency by
secredued by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further
and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums
and (e) a date, not less than 30 days prior to the date the notice is given to Borrower, by which the default must be cured;
unless otherwise provided in this Security instrument (a) the notice shall be delivered to the address of the
breach of any covenant or agreement otherwise), The notice shall specify: (a) the date
19. Acceleration: Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's
breach of any covenant or agreement otherwise, (b) the action required to accelerate paragraphs 13 and 17
of any provision of law providing for acceleration of a debt to a principal amount due by the
date of acceleration, (c) the date the notice is given to Borrower, by which the default must be cured;

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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378

UNIFORM COVENANT. Borrower and Lender covenants and agrees: 378

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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 Remainder. If Borrower meets certain conditions, Borrower shall have the right to have application of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as necessary for recording) before sale of the Property pursuant to any power of sale contained in this application of this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are (a) pays all sums which would be due under this Security Instrument and the Note had no acceleration occurred; (b) enters into a judgment entered by another which would be due under this Security Instrument; or (c) pays all expenses incurred in accelerating this Note and the Note has been paid in full. Security Instruments are Borrows' responsibility.

federal laws as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date of notice in which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by law to collect further notice of demand on Borrower.

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 Beneficiary Interest in Borrower. If all or any part of the Property is sold or transferred by this Security Instrument, however, this option shall not be exercised by Lender if exercise is prohibited by law 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 without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument or the Note are declared to be severable.

PROVIDING IT BY THIS CLASS MAINTAINES APPLICABILITY LAW REQUIREMENTS USE OF ANOTHER MEDIUM. IF THE NOTICE SHALL BE DRAFTED TO TENDER PROVIDED FOR IN THIS CLASS SECURITY INSTRUMENT SHALL BE DEEMED TO HAVE BEEN GIVEN TO BORROWER OR LENDER WHEN GIVEN AS PROVIDED IN THIS PARAGRAPH.

13. Legislation Affecting Lenders' Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of this Note or this Security Instrument unnecessary and according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

12. **Loan Charges.** If the loan secured by , a instrument is subjected to a law which sets maximum loan charges, and that law is interpreted so that the interests 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 limits, and (b) any sums already collected from Borrower which exceed permitted the note by making a direct payment to Borrower. In a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge Note.

11. **Accessories and Assets**: Bund; Joint and several liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and run in favor of Leender and Bottower, successors or assigns of Leender and Bottower, and Borrower's co-signers, and Borrower's heirs, executors, administrators, and personal representatives.

by the original founders of the Society's successions in succession, any member in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

make an award or settle a claim for damages. Borrower fails to respond to Lender's notice to restore or repair or to the sums secured by Security Instruments due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to bid to Borrower, (a) the unit market value of the property immediately deteriorates due to striking, deterioration of the building, divided by (b) the original purchase price of the unit.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or to the sum due, with any excess paid to Borrower. In the event of a partial taking of the Property unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by the instrument divided by the total amount of the proceeds.

shall give Borrower notice at the time of or prior to an inspection specifically listing reasonable cause for the inspection.

ii) Lennder shall pay the premiums required to maintain the loan secured by this instrument Borrows shall pay the premiums required to maintain the insurance on the property being mortgaged as a condition of making the loan security instrument.

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1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 23RD day of OCTOBER , 19 87 .
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
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender")
of the same date and covering the property described in the Security Instrument and located at: OF ILLINOIS

5617 SOUTH PRINCETON, CHICAGO, ILLINOIS 60621
(Property Address)

20-16-202-028

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.


LEON KENNIEL / SINGLE, NEVER MARRIED
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

87585378

(Seal)
-Borrower

RECORD AND RETURN TO:

BOX 130
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
5501 SOUTH KEDZIE AVENUE
CHICAGO, ILLINOIS 60629

ATTN: SUE STYMIEST

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Property of Cook County Clerk's Office