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BOX 67

87053646

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[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 12.....**
19.87.... The mortgagor is **JANELL M. WENZYL, A SPINSTER**.....
..... ("Borrower"). This Security Instrument is given to
FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND....., which is organized and existing
under the laws of ...**THE STATE OF ILLINOIS**....., and whose address is
475 EAST 162ND STREET, SOUTH HOLLAND, ILLINOIS 60473..... ("Lender").
Borrower owes Lender the principal sum of **SIXTY FIVE THOUSAND AND NO/100ths**.....
..... Dollars (U.S. \$...**65,000.00**.....). 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 **FEBRUARY 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:

RIDER ATTACHED HERETO AND MADE A PART THEREOF:

PERMANENT INDEX NUMBER: **32-06-100-066-1003**

79.

which has the address of **2311 W. 183rd St., - Unit 103, Homewood**.....
..... (**Street**) (**City**)
60430 ("Property Address");
..... (**Zip Code**)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

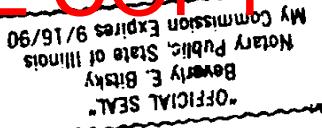
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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(Seal)

Notary Public



Witness my hand and official seal this day of 1987.

(he, she, they)

..... execute said instrument for the purposes and uses herein set forth.

(his, her, their)

have executed same, and acknowledged said instrument to be here free and voluntary act and deed and that before me and is (the) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, personally appeared, Jane M. Wenzel, a notary public in and for said county and state, do hereby certify that

I, JANE M. WENZEL, a notary public in and for said county and state, do hereby certify that

THE UNDERSIGNED
COUNTY OF COOK
STATE OF ILLINOIS

358672

20
1439281

SS:

11

HARRY (S) VOGEL
1987 JAN 27 PM 1:54

358672

COOK COUNTY RECORDER
REC'D JAN 27 1987
#42289-10529-1525-00
T#3333, RAN 6185 01/27/87 15:25:00
\$14.00

(Seal)
Borrower

JANE M. WENZEL

(Seal)
Borrower

Instrument and in any manner(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

Other(s) [Specify] Graduate Student Rider Planned Unit Development Rider

Adjustable Rate Rider condominium Rider 2-4 Family Rider

Instrument [Check applicable box(es)]
Supplement to the covenants and agreements of this Security Instrument as if the under(s) were a part of this Security

This Security Agreement. If one or more riders are executed by Borrower and recorded together with

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

Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

21. Release. Any rents collected by the receiver shall be limited to the amounts received by the receiver's fees, premiums on costs of management of the property and collection of rents, including, but not limited to, payment of the rents of the

apportioned receiver shall be entitled to receive the rents of and manage the property and to collect the rents of the

prior to the expiration of any period of redemption following judicial sale, by lender or by judgment, but not limited to, reasonable attorney's fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph.

This Security instrument without further demand and may foreclose this Security Instrument in full of all sums secured by this Security instrument after default is made on or before the date specified in the notice.

Existance of a default or any other deficiency of Borrower to accelerate immediate payment in full of all sums secured by this Security instrument to assert in the foreclosure proceeding the non-

forever Borrower of the right to repossess the property or by any other method.

Secured by this Security instrument, foreclosure by judicial sale of the property. The notice shall be given before

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

deemed; (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 otherwise provided law 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 otherwise provided law otherwise). The notice shall specify: (a) the default; (b) the action required to cure the

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

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award 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 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 secured by this Security Instrument, whether or not then 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 immediately before 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 abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 sum already collected from Borrower which exceeded 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 partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed 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 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 its 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 federal law 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 the notice is delivered or mailed within 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 this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Any amounts distributed 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.

In the Propertry, Lenders' actions may include paying any sums secured by a lien which has priority over this security interest. Lenders' rights to do so.

/. Protection of Leenders' rights in the Preproperty Instruments

Borrower shall comply with the provisions of the Lease, and if Borrower acquires fee title to the Property, the lesseehold and free title shall not merge unless Lender agrees to the merger in writing.

Instrument immediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application or proceeds to in paragraphs 19 or 20 of the month by Lender, Borrower shall pass to Lender to the extent of the sums secured by this Security interest.

when the notice is given.

Borrower to the sums secured by this security instrument, whether or not timely due, within 30 days of notice from Lender to exercise such power to foreclose on the property or to sue for the amount due.

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 or Lender's security would be lessened, the insurance proceeds shall be retained or repaid to the borrower if the restoration or repair is not completed within one year from the date of loss.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, which contains the following:

3. **Fractional insurance:** Borrower shall keep the term "exceeds coverage" and any other hazards for which Lender requires against loss by fire, hazards included within the term "exceeds coverage" and any other hazards for which Lender requires insurance, shall be maintained now existing or hereinafter created or in property.

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.

The Department shall exercise its authority under this section to require the payment of a fine or the imposition of a civil penalty by any person who violates any provision of this section or any regulation issued under this section.

Borrower shall prominently over this Security Instrument agree to pay the principal amount of the note of the lessee to the lessor at the time of payment.

Pay them on time directly to the persons named below. 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.

Property which may attain this security status may be held by an individual or firm, or it may be held by a corporation, partnership, association, or other organization.

3. **Application of Amendments.** Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied first, to late charges due under the Note, to interest due, and last, to principal due.

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.

amount of the funds held by Lender is not sufficient to pay the section which pays to Lender the amount necessary to make up the deficiency in one of more payments as required by Lender.

If the amount of the funds held by Lenard, together with the future monthly payments of funds payable prior to the due dates of the items, shall exceed the amount required to pay the escrow terms when due, the excess shall be paid at Borrower's option, either promptly repaid to Borrower or credited to Borrower or otherwise taken up monthly payments of funds. If the due dates of the items, shall exceed the amount required to pay the escrow terms when due, the excess shall be paid at Borrower's option, either promptly repaid to Borrower or credited to Borrower or otherwise taken up monthly payments of funds. If the due dates of the items, shall exceed the amount required to pay the escrow terms when due, the excess shall be paid at Borrower's option, either promptly repaid to Borrower or credited to Borrower or otherwise taken up monthly payments of funds. If the due dates of the items, shall exceed the amount required to pay the escrow terms when due, the excess shall be paid at Borrower's option, either promptly repaid to Borrower or credited to Borrower or otherwise taken up monthly payments of funds.

purposes for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

The Funds shall be held in an institution the depositories of which are insured or guaranteed by a federal agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless

leasethold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly insurance premiums, if any, for taxes and insurance premiums, which may be due on the Property.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by the Noteholder, until the Note is paid in full, a sum ("Funds") sufficient to meet all taxes and assessments which may accrue under the Note, and security instruments over this Security instrument.

1. Payment of Principle and Interest; Preparation and Late Charges. Borrower shall promptly pay when due principal and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

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

PARCEL 1:
UNIT 103 AS DELINEATED ON SURVEY OF A TRACT OF LAND LEGALLY
DESCRIBED AS FOLLOWS (HEREINAFTER REFERRED TO AS PARCEL) 3

THAT PART OF LOTS 1 AND 2 (TAKEN AS A TRACT) IN THE SUBDIVISION
OF THE NORTH 462 FEET OF THAT PART OF THE NORTH WEST 1/4 LYING
WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS
CENTRAL RAILROAD AND THAT PART OF THE NORTH WEST 1/4 OF SECTION
6, ALL IN TOWNSHIP 35 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF
INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS
CENTRAL RAILROAD AND SOUTH LINE OF SAID LOTS 1 AND 2 (TAKEN AS A
TRACT) SAID POINT BEING 465.08 FEET SOUTHWESTERLY (AS MEASURED ON
SAID RIGHT OF WAY LINE) OF A LINE 33 FEET SOUTH OF (MEASURED AT
RIGHT ANGLES) THE NORTH LINE OF THE NORTH WEST 1/4 OF SECTION 6;
THENCE SOUTHWESTERLY ON THE WESTERLY RIGHT OF WAY LINE OF SAID
RAILROAD, TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF
FLOSSWOOD SUBDIVISION, A SUBDIVISION OF THAT PART OF THE
NORTHWEST 1/4 OF SECTION 6; THENCE WESTERLY ON THE NORTH LINE OF
FLOSSWOOD SUBDIVISION TO THE POINT OF INTERSECTION WITH A LINE
350.81 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTH
WEST 1/4 OF SECTION 6; THENCE NORTHERLY ON SAID PARALLEL LINE TO
THE POINT OF INTERSECTION WITH A LINE 180 FEET NORTH OF AND
PARALLEL TO THE NORTH LINE OF FLOSSWOOD SUBDIVISION; THENCE
EASTERLY ON THE LAST NAMED PARALLEL LINE TO THE POINT OF
INTERSECTION WITH A LINE 581 FEET EAST OF AND PARALLEL TO THE
WEST LINE OF THE NORTH WEST 1/4 OF SECTION 6; THENCE NORTHERLY ON
THE LAST NAMED PARALLEL LINE, A DISTANCE OF 32 FEET TO A POINT;
THENCE SOUTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 84.33 FEET
TO THE POINT OF INTERSECTION WITH A LINE 180 FEET NORTH OF AND
PARALLEL TO THE NORTH LINE OF FLOSSWOOD SUBDIVISION, THENCE
EASTERLY ON THE LAST NAMED PARALLEL LINE TO THE POINT OF
INTERSECTION WITH A LINE 70 FEET WESTERLY OF AND PARALLEL (AS
MEASURED AT RIGHT ANGLES) TO THE WESTERLY RIGHT OF WAY LINE OF
SAID RAILROAD; THENCE NORTHEASTERLY ON THE LAST NAMED PARALLEL
LINE, A DISTANCE OF 39.83 FEET TO A POINT; THENCE SOUTHEASTERLY
ON A STRAIGHT LINE, A DISTANCE OF 70 FEET TO THE POINT OF
BEGINNING, ALL IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED
AS EXHIBIT A TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY
SOUTH CHICAGO SAVINGS BANK, A CORPORATION OF ILLINOIS, NOT
INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED
JANUARY 21, 1970 AND KNOWN AS TRUST NUMBER 11-1506, FILED FOR
RECORD IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY,
ILLINOIS AS DOCUMENT NUMBER AR 2726217, AND RECORDED WITH THE
RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER
22537317, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN
UNDIVIDED 2.968 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM
SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS
THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY)
IN COOK COUNTY, ILLINOIS

PARCEL 2:
PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID (EXCEPT
THAT PART THEREOF FALLING IN LOT 1, AFORESAID), FOR A PRIVATE
ROAD FOR INGRESS AND EGRESS IN EVERY POSSIBLE MANNER INCLUDING
(BUT NOT EXCLUSIVELY) BY VEHICLE, FOOT AND CONVEYOR AND FOR LIGHT
AND AIR, AS CREATED BY THE DEED FROM HENRY GOTTSCHALK AND SOPHIE
GOTTSCHALK, HIS WIFE, TO MAUD CORY DATED DECEMBER 27, 1922 AND
RECORDED DECEMBER 28, 1922 AS DOCUMENT NUMBER 7759972, ON AND
OVER A STRIP OF LAND 50 FEET IN WIDTH EXTENDING FROM THE WESTERLY
LINE OF THE 'PARCEL' OF PARCEL 1, AFORESAID, TO THE EAST LINE OF
WESTERN AVENUE, THE SOUTHERLY LINE OF SAID PRIVATE ROAD BEING THE
SOUTHERLY LINE OF SAID 'PARCEL' OF PARCEL 1, AFORESAID, EXTENDED
WESTWARD TO SAID PUBLIC ROAD AND THE NORtherly LINE OF WHICH SAID
ROAD BEING PARALLEL WITH SAID SOUTHERLY LINE AND 50 FEET
MEASURED AT RIGHT ANGLES, DISTANT THEREFROM, ALL IN COOK COUNTY,
ILLINOIS

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND
ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE-
DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT
OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION.

THIS MORTGAGE DOCUMENT IS SUBJECT TO ALL RIGHTS, EASEMENTS,
RESTRICTIONS, CONDITIONS, COVENANT AND RESERVATIONS CONTAINED IN
SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID
DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

CP

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