UNOFFICIAL 2GGPY 3-3

COOK COUNTY, ILL INDIS FILED FOR RECORD

70 9/339 W 1 all

1907 JAN 28 PH 12: 49

87055685

1300

87055685

LYCN'S FEDERAL TRUST and Savings Bank

MORTGAGE

Borrower:	Robert M. Sanovasi is
	Cathlann A. Sanovsk's also known as
	Cathi Sanowskis
	6150 South Koating
	<u> </u>
	Chicago, Illinois 60629
	74,
Date	January 20, 1987
	0.
,	
	C.

XX. ASSIGNMENT OF RENTS — POLITIMENT OF FECE IN A LENGER IN POLISSION

As additional security hereunded Bornwich hereby a sign to Lunter the return of the Property, provider that Illinorower shall, prior to acceleration under paragraph 18 hereof or abandonment—the Property, have the right to collect and teach state they before due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the coets of management of the property and collection of rents, including but not limited to receiver's tees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

XXI. FUTURE ADVANCES

Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the Indebtedness secured by this Mortgage, optinguiging sums advances in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus UB \$

XXII. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note interest rate may be increased or decreased on the day after the second business day of every month.

Changes in the interest rate may be increased or by changes in the Annual Percentage Rate (APR) which is equal to the index plus One and One—thalf (1.0—49) percentage points. The index is the prime interest rate as established and annou

XXIII, LOAN CHARCES

It could be that the an secured by this Mortgage is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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 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 the Borrower.

XXIV. REVOLVING CREE!

This Mortgage is given to secure a revolving credit loan, the terms of which provide that future advances may be made in an aggregate amount not to exceed the amount of lien set forth on the Armount of lien set forth on the date hereof, at which time Lender's obligation to make additional advances shall terminate. The lien of this Mortgage shall be valid as to all such indebtedness and future advances, which this if have priority over all subsequent liens and encumbrances and shall have priority as though they were made on the date hereof.

XXV. PRINCIPAL RESIDENCE

In the event that all of the Borrowers cease to und the property as their principal residence, then Lender may, at Lender's option, declare all the sums secured by this Mortgage immediately due and payable.

XXVI. RELEASE

Upon payment of all sums secured by this Mortgage, Lander shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

XXVII. WAIVER OF HOMESTEAD

Borrower hereby walves all right of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holders of any mortgage, deed of trust or other et au nbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default user the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower Robert M. Sanowskis

Borrower also known as Cathi Sanowskis

Borrower also known as Cathi Sanowskis

Borrower

This instrument was prepared by:

Diane M. Tea

Mail to: LYONS FEDERAL TRUST AND SAVINGS BANK Consumer Loan Department

1 East 22nd Street
Lombard, Hilnois 80148

STATE Illinois)
SS:
COUNTY DuPage)

Given under my hand and official seal, this 20th day of January , 18 87

Connie E Benson

My Commission Expires:

"OFFICIAL SEAL"
Connie E. Benson
Notary Public, State of Illinois
My Commission Expires 717190

A7055685

. . VII. PROTECTION OF LENDER'S SECURITY

VII. PROTECTION OF LENDER'S SECURITY

If Borrower falls to perform the lovening a id at review a contined in this property of the property of protect Londer's interest, including, but not limited to, discurrent of reasonable atterney's treat and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the foan secured by this Mortgage, Borrower shall pay the Premiums required to such insurance in effect until such time as the requirement for such insurance forminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay when due the amount of all mortgage insurance premiums directly to the insurance carrier.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

VIII. INSPECTION

Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property. 87055685

The proceeds of any award or claim for damages, direct of consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or II, alter notice to Lentier to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Londer within 10 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Purchase agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments refused to in paragraph 1 and 2 hereof or charge the amount of such installments.

X. BORROWER NOT LELEASED

Extension of the time for say nent or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to alcare, in any manner, the liability of the original Borrower and Borrower's successor in interest. Lender shall not be required to commence proceedings again at all a successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made, by the original Borrower and Borrower's successors in interest.

XI. FOREBEARANCE BY LENDER NOT A WAIVER

Any forebearance by Lender in exercian, any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The socurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indobtedness secured by this Mortgage.

XII. REMEDIES CUMULATIVE

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and be exercised concurrently, independently or succersive r.

XIII. SUCCESSOR AND ASSIGNS BOUND — JOINT AND SEVERAL LIABILITY — CO-SIGNERS — CAPTIONS

The coverants and agreements herein contained shall him, and the rights hereunder shall inure to the respective successors and assigns of Lander and Serrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Berrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-s.mally libbly. This Mortgage only to mortgage, grant and convey that Berrower's interest in Property to Londer under the terms of this Mortgage; (b) is not personally libbly. The Note or under this Mortgage; and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this nort; age as to that Borrower's interest in the Property. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

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

XV. UNIFORM MORTGAGE -- GOVERNING LAW -- SEVERABILITY

This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located, in the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such sections and the revisions of this Mortgage the Note which can be given effect without the conflicting provisions, and to this end the provisions of no literage and the Note are declared to be severable.

XVI. BORROWER'S COPY

Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

XVII. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER -- ASSUMPTION

provided in this puragraph 17.

If Lander exercises such option to accelerate, Lander shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Buch notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower falls to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke and remedies permitted by paragraph 1B hornot.

NON-UNIFORM COVENANTS, Barrower and Lander further covenant and agree as follows:

87055685

EXCEPT AS PROVIDED IN PARAGRAPH 17 HEREOF, UPON BORROWER'S BREACH OF ANY COVENANTS OR AGREEMENTS OF BORROWER IN THIS MORTGAGE, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS MORTGAGE, LENDER PRIOR TO ACCELERATION SHALL MAIL NOTICE TO BORROWER AS PROVIDED IN PARAGRAPH 14 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 10 DAYS FROM THE DATE THE NOTICE IS MAILED TO BORROWER, BY WHICH BREACH MUST SE CURED; AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS MORTGAGE, FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN 'THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE BREACH IS NOT CUREC ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER AT LENDER'S OPTION MAY DECLARE ALL OF THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSURE, INCLUDING BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, AND COST OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

XIX. BORROWER'S RIGHT TO REINSTATE

Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage it: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, that no acceleration occurred; (b) Borrower cures all breaches of any other coverants or agreements of Borrower contained in this Mortgage (c) Borrower pays till reasonable acceleration to the security of the particular or agreements of Borrower contained in this Mortgage and in enforcing Lander's remedies as provided in paragraph 18 hereof, including but not limited to, reasonable atterney's fees; and (d) Borrower takes such action as Lander may reasonably require to assure that the lien of this Mortgage, Lander's Interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpatred. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and offeet as if no acceleration had occurred.

UNOFFICIAL COPY

7707912586

MORIGAGE
THIS MORTGAGE is made this 20th day of January , 19 87 , between the Mortgagor,
Robert M. Sanowskis and Cathiann A. Sanowskis also known as Cathi Sanowskis
(horein "Borrower"), and the Mortgages, LYONS FEDERAL TRUST AND SAVINGS BANK, a federally chartered savings institution organized and existing under the laws of Illinois, whose address is 1 East 22nd Street, Lombard, Illinois (herein "Lender")
WHEREAS, Surrower is indebted to Lender in the principal sum of Twelve Thousand Four Hundred and 00/100*********************************
indebtedness is evidenced by Borrower's note dated <u>January 20, 1987</u> (herein "Note"), providing for monthly installment as provided in the Note, with the balance of the indebtedness, if not sconer paid, due and payable on <u>January 20, 1997</u>
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mongage, and the performance of the covenants and agreements of Borrower here contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"). Borrower does hereby mortgage, grant and copysy to Lender the following described property located in the County of THIROIS:
THE NORTH 29.16 FEET OF THE SOUTH 89.16 FEET OF LOT 5 IN BLOCK 8 IN CHICAGO TITLE AND TRUST COMPANY'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDERS MAY 17, 1910 AS DOCUMENT 4562087, IN COOK COUNTY, ILLINOIS.
SS SS
BEO
Permanent Real Estate Index Number(r): 19-15-315-038-0000 M '(.
which has the address of 6150 South Keating, Chicago, Illinois 60629
(herein "Property Address");
TOGETHER with all the improvements now or lengther erected on the property, and all easements, rights, appurenances, rents, royalties, miners oil and gas rights and profits, water, water rights, and what stock, and all fixtures now or hereafter attached to the property, all of which, including replacement and additions thereto, shall be deemed to be and rentain a none of the property covered by this Mortgage; and all of the foregoing, together with said propert (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, the Property is not encumbered, except by a lirst mortgage lier in favor of Lyons Mortgage Corporation In original principal amount of \$ 104,500.00 and dated December 22, 1983 incorded December 22, 1983 as Document Number 28,905,931 with the Cook County Recorder of Deeds, and that Borrower will warranted the county Recorder of Deeds, and that Borrower will warranted the county Recorder of Deeds, and that Borrower will warranted the county Recorder of Deeds, and that Borrower will warranted the county Recorder of Deeds, and that Borrower will warranted the county Recorder of Deeds.

UNIFORM COVENANTS. Borrower and Lender covenants and agrico as follows:

I. PAYMENT OF PRINCIPAL AND INTEREST - TIME OF ESSENCE

Borrower shall promptly pay when due the principal of and interest on the indricates evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by the Mortgage. Time is of the essence hereof.

as Document Number 28905931 with the COOK County Recorder of Deeds, and that Borrower will warrant and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and demands, subject to any declarations, gasements or sestrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring i.e. cere interest in the Property.

II. PRIOR MORTGAGES AND DEEDS OF TRUST -- CHARGES -- LIENS

Borrower shall perform all of Borrower's obligations under any mortgage, deed of truit or other security agreement with a tien which has priority over this Mortgage, including Borrower's coverants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgar a, and leasehold payments or ground rents, if any.

III. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by Lender under the Note and , as agraphs 1 and 2 hereof shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

IV. CHARGES .

Borrower shall pay all taxes, assessments and other charges, fines, and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, it any, by Borrower making payment, when due, directly to the payme thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall promptly of pharper any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, logat proceedings which operate to prevent the enforcement of the lien or forteliure of the Property or any part thereof. If Lender determine if it all or part of the sums secured to in writing, and if Lender sonds Borrower a notice identifying that lien, Borrower shall promptly act as provided in this paragraph 4 or shall promptly secure an agreement subordinating that lien to the Mortgage. an agreement subordinating that lien to this Mortgage.

V. HAZARD INSURANCE

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazaro, included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All inaurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in lavor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewal thereof, and Borrower shall promptly furnish in Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly to Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically leasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower, if the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 10 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, and such application of proceeds to principal stall not extend or postpone the due date of the monthly installments referred to in paragraph 1 and 2 hereof or charge the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

/i. Preservation and maintenance of property — Leabeholds — Condominiums — Planned Unit Developments

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply willing the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall parform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-law and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is expected by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend any supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.