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#### AVONDALE PRIME MORTGAGE

Loan No. 5-20110-97 PIN 13-35-125-027 Aハ ド ヤー心-〇

#### **AVONDALE PRIME MORTGAGE**

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•	the Mortgagee, AVONDALE FEDERAL SAY Chicago, Illinois (herein "Lender").	VINGS BANK, a federally-chartered	savings bank, whose address
WHEREAS, Berrower i	s indebted to Lender in the principal sur	n of cs 31,000.00	Dollars,
as evidenced by Borrowe	r's Note, dated <u>January 30,1987</u> ndebtedness, if not sooner paid, due and	providing for monthly payments of	principal and/or interest and.
sums, with interest there	the repayment of the indebtedness evider on, advanced in accordance herewith to p is of Borrower herein contained, Borrower	rotect the security of this Mortgag	e, and the performance of the
legally described in the a	ttached Exhibit "A" located in the Count 3752 W. Mc Lean, Guicago, Il 60	troi <u>Cook</u>	, State of Illinois,

TOGETHER with \$\varepsilon\$. It is improvements now or bereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil arr, \$\tilde{\gamma}\$ is rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, him. Iding replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and \$\varepsilon\$. If the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the 'P' poerty''.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is an accumbered with the exception of those items, if any, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and de hands, subject to any encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

#### Borrower Life Lender covenant and agree as follows:

- t. Payment of Principal and Interest porrower shall promptly pay when due without set-off, recoupment, or deduction, the principal of and interest on the indebtedness colleged by the Note, and late charges as provided in 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 installments of principal and intries? are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assistments, which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimater initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 (p.p.) said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Morrower, and unless such agreement is made or applicable law requires such interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 (), the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Func's pay able prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to not satisfy said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, evine promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Leider, shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting regiment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no tater than immediately prior to 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 Mortgage.

- 3. Application of Payments. All payments received by Lendar under the Note and paragraphs 1 and 2 nereof 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, including any amounts considered as added thereto under the terms hereof.
- 4. Charges; Elens. Borrower shall promptly pay all obligations secured by a mortgage or trust deed affecting the Property, 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, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any kien which has priority over this Mortgage with respect to any sum.
- 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 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 and all other mortgages and trust deads with respect to the Property.

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- 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice addressed to Borrower at the Property Address 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.
- 15. Governing Law; Severability. This Mortgage shall be governed by the law of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreement.
- Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer, in which the transferee is a person who occupies or will occupy the property, which is (1) a transfer to a relative resulting from Borrower's death, (2) a transfer where the Borrower's spouse or child(ren) becomes an owner of the Property, or (3) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidential property settlement agreement by which the Borrower's spouse becomes an owner of the Property, or (f) a transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the Property, unlust; as a condition precedent to such transfer, the Borrower refuses to provide the Lender with reasonable means acceptable to the Lorder by which the Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupants. Lender may, at Lender's option, and without notice to Borrower, declare all the sums secured by this Mortgage to be immediately our and payable. Lender is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the loan hereby secured. Notwithstanding any of the above, if the Borrower transfers the Property to a third party who woulf, qualify for a loan in the amount due on the Note at the time of the transfer, as determined by Lender's underwriting standards in errect at that time, then Lender will not unreasonably refuse to consent to the transfer upon the payment of an assumption fee. The assumption fee will not exceed the Lender's then current charges for the origination of new mortgages including, but not limited to, discount and origination fees
- 17. Acceleration; Remadles. Upon Borrower's default in the performance of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender may at its option, and without notice to Borrower, declare due and paywh's all sums secured by this Mortgage and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all estimated and actual expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and cost: of documentary evidence, abstracts, and title reports.
- 18. Assignment of Rents; Appointmer (a) Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; To pled, that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonr lent 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 typudicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the tents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the clistroof management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds find reasonable attorneys' 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.

19. Release. Upon payment of all sums secured by this Moutoure. Lender shall release this Mortgage after receipt of a release charge from Borrower. Borrower shall also pay all costs of recordation, if any.

20.	Waiver of Homestead.	Borrower hereby waires all right of hor leste ad exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

COOK COUNTY RECORDER **920870** -**∠9--**≠ ♥# 6592# TRAN 1629 92/69/87 69:33:00 EEEE#1 62'ST\$ DEPT-01 RECORDING STATE OF ILLINOIS SS COUNTY OF Given under my hand and official seal, this 30th day of January My Commission expires: This instrument prepared by Marc J. Street 20 North Clark Street Chiesgo, Minois 60602

Japel

OFFICIAL SEAL TAUREL KELLY
NOTARY PUBLIC STATE OF ILLINOIS
NY COMMISSION EXPIRES 6/30/90

ahall promptly furnish to 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 Lander. Lender may make proof of loss if not made promptly by Borrower. in favor of and in form acceptable to Lender shall have the right to hold the policies and renewals thereof, and Borrower All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause

approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, Provided, that such

2 hereot or, it not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the ly damaged, provided such restoration or repair is economically leasible or if the security of this Mortgage would be impaired, the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Proper-

inautance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Morigage. is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, it are, paid to Borrower. It the Property

the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition. and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone

and sgreements of this Murigage as it the Rider were a part hereof. this Mortgage, the covinan a and agreements of such Rider shall be incorporated into and shall amend and supplement the covenants constituent docurate it a Condominium or Planned Unit Development Ricer is executed by Borrower and recorded together with the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and unit development, Fortower shall perform all of Botrower's obligations under the declaration or covenants creating or governing with 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 keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall

plicable law. Borrower shall pay the amount of 20, riordgage insurance premiums in the manner provided under paragraph 2 hereof. of making the loan secured by this Mortg age, sorrower shall pay the premiums required to maintain such insurance in effect until of reasonable attorney's fees and entry John the Property to make repairs. If Lender required mortgage insurance as a condition or proceedings involving a bankrupt & decident, then Lender's option, upon notice to Sorrower, may make such appearances, disburse such sums and take such actif. It is is necessary to protect Lender's interest, including, but not limited to, disbursement fects Lender's interest in the Prope ty, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements Mortgage, or any mortgage or true tries affecting the property, or if any action or proceeding is commenced which materially at-Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this

or take any action nereunder. the highest rate permissible under applicable law. Mothing contain to in this paragraph 7 shall require Lender to incur any expense unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at shall bear interest from the date of disbursement at the rate from time to time on outstanding principal under the Note as so much additional principal due under the Note payable upon notice from Lender to Borrower requesting payment thereof, and Borrower secured by this Mortgage. Unless Borrower and Londer agree to other terms of payment, such amounts shall be considered Any amounts disbursed by Lender pursuant to t. it paragraph 7 with interest thereon, shall become additional indebtedness of

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

and shall be paid to Lender. any condemnation or other taking of the Property, or part thereof, or for conveys are in lieu of condemnation, are hereby assigned Condemnation. The proceeds of any award or claim for rama jes, direct or consequential, in connection with

ty immediately prior to the date of taking, with the balance of the proceeds paid to Borrower. the amount of the sums secured by this Mortgage immediately prior to the date of taking bear? 10 the lati market value of the Properthere shall be applied to the arms secured by this Mongage such proportion of the proceeds as is equal to that proportion which il any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Morigage, with the excess,

authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property of to the sums secured or settle a cisim for damages, Borrower fails to respond to Lender within 30 days after the date such toti je is mailed. Lender is If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condernout offers to make an award

the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall nell extend or postpone

Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured

of any demand made by the original Borrower and Borrower's successors in interest. successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such by this Morigage granted by Lender to any successor in interest of Sorrower shall not operate to release, in any manner, the liability

the maturity of the indebtedness secured by this Mortgage. way of markance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate or otherwise attorded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procure-Any forbearance by Lender in exercising any right or remedy hereunder, Forbestance by Lender Not a Waiver.

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

are for convenience only and are not to be used to interpret or define the provisions hereof. contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the paragraphs of this Mortgage covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein

370733334

THE WEST 13 FEET OF LOT 28 AND THE EAST 18 FEET OF LOT 27 IN BLOCK 7 IN JACKSON'S SUBDIVISION OF BLOCKS 7 (ND) 8 IN HAMBLETON'S SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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· CXHIBIT S

# UNOFFICIAL<sub>7</sub>GORY 3.4

Joan Golden	is executing this i	instrument solely to
waive any past, presen	t or future homestead intere	st and marital rights
in and to the subject	premises commonly known as:	
3752 W. Ht. Lean		
Street		
Chicay,	Illirois	60647
_ Jana Boller	State	ŽĪP Coģe
Signature		
1,	, a Notary Publ	ic in and for said
county and state, do he	ereby certify that	n Colden
personally known to me	to be the same person whose	name is subscribed
to the foregoing instru	ment, appeared before me the	is day in person,
and acknowledge that	signed and delivered the same	id instrument as
free and voluntary act,	for the uses and purposes t	therein set forth.
Given under my hand and	official seal, this30	th day of
	19 87 .	
My commission expires:	W (1/.)	Celly
6-30-90		
This rider is attached	to, made a part of, and inco	orporaced by
reference to that mortg	age dated Fanuary 3	U. 1987S
and executed by Janv	res P Golden and Rob.	ert W Lewis .

OFFICIAL SEAL LAUREL KELLY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/30/90

H70:7803/

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# UNOFFICIAL COPY 8 7 0 7 8 3 3 4

Nancy Lexis	is executing this	instrument solely to	
waive any past, present o	or future homestead inte	rest and marital right.	s
in and to the subject pro	emises commonly known as	:	
Street Chicago	Illimis	60647	<b>-</b> -
Marcy 7. 6	State Was)	Zìř Code	•
I,county and state, do here		Nancy Lewis	_
personally known to me to to the foregoing instrume and acknowledge that si	nt, appered before me t	this day in person,	8707803
free and voluntary act, f	or the uses and purposes	therein set forth.	<b>3</b>
Given under my hand and o	fficial seal, this	30th day of	<u>ن</u>
January , 19	87 .		>
My commission expires:	name	Massammen	<del>~~~~~</del>
6-30-90	<del></del>	S/AT COMMISSION FYPIR	SEAL - SELLY OF ILLINOIS
This rider is attached to	-	U ·	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
reference to that mortgage	e dated January 30	1987	
and executed by James	P. Golden and	Robert W. Lewis	, <b>•</b>

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