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PREPARED BY: LINDA L. HUDREN
LYONS MORTGAGE CORP.
2 CROSSROADS OF COMMERCE, #550
ROLLING MEADOWS, IL 60008

RETURN TO: SECONDARY MARKETING
LYONS MORTGAGE CORP.
2 CROSSROADS OF COMMERCE, #600
ROLLING MEADOWS, IL 60008

[Space Above This Line For Recording Data]

MORTGAGE

87096260

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 10,
1987. The mortgagor is CHICAGO TITLE AND TRUST, TRUSTEE UNDER TRUST AGREEMENT DATED
AUGUST 1, 1973, AND KNOWN AS TRUST AGREEMENT NUMBER 1072754

("Borrower"). This Security Instrument is given to LYONS MORTGAGE CORP., AN ILLINOIS CORPORATION,
which is organized and existing under the laws of THE STATE OF ILLINOIS
2 CROSSROADS OF COMMERCE, SUITE #600, ROLLING MEADOWS, IL 60008 , and whose address is
("Lender").
Borrower owes Lender the principal sum of EIGHTY TWO THOUSAND & 00/100

Dollars (U.S.\$ 82,000.00). 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 MARCH 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:

LOT 25 IN BLOCK 5 IN EDGEWOOD BEING A SUBDIVISION OF LOTS 1, 2, AND 3 IN
ASSESSOR'S SUBDIVISION OF NORTHEAST FRACTIONAL 1/4 AND PART OF THE NORTHWEST
1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 13-05-212-010.

A-M-O

29.

DEPT-01 RECORDING \$14.
T#4444 TRAN 0335 02/10/87 13:50:00
#6650 # ID # -137-6746260
COOK COUNTY RECORDER

which has the address of 6019 NORTH AUSTIN BOULEVARD,
(Street)

CHICAGO

Illinois 60646 (Zip Code) ("Property Address");

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 ~~surrenders~~ 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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This instrument is a copy of the original instrument filed in the office of the County Clerk of [County Name] on [Date]. It is intended for the use of the parties hereto and their heirs, executors, administrators, successors, and assigns. It is not a substitute for the original instrument, which remains on file in the office of the County Clerk.

Notary Public
[Signature]

day of FEB 11 1987

My Commission expires: APR 12, 1990

Given under my hand and official seal, this

set forth.

signed and delivered the said instrument as **Chir** free and voluntarily act, for the uses and purposes herein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they personally known to me to be the same person(s) whose name(s)

do hereby certify that **MONICA SANDERS + GAILLE CLARK**
• Notary Public in and for said county and state,
County of:

STATE OF ILLINOIS.

[Space below this line for Acknowledgment.]

ATTESTED
BY THE SECRETARY
(Seal)
NOTARY PUBLIC
(Seal)
CHICAGO TITLE AND TRUST COMPANY
KNOXEN AS TRUST AGREEMENT NUMBER 107274
CHICAGO TITLE AND TRUST, AS TRUSTEE UNDER
(Seal)

Instrument and in any other(s) executed by Borrower and recorded with it.
By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

Instrument, (Check applicable box(es))
 Adjustable Payment Rider Planned Unit Development Rider
 Graduated Payment Rider Condominium Rider 2-4 Family Rider
Instrument (Check applicable box(es))
22. Waiver of Homestead. Borrower waives all rights of homestead excepted 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. Upon payment of all sums secured by this Security instrument, Lender shall pay any recording costs.
Instrument, fees, and bonds and reasonable attorney's fees, and when to the sum's secured by this Security instrument, Lender shall release this Security
20. Lender in Possession. Upon acceleration of the Property and at any time
prior to the expiration of any period of redemption following foreclosure by judgment, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security instrument without further demand and may foreclose this Security instrument in full or all sums secured by judgment.
before the date specified in the notice, Lender is its option may require immediate payment in full of all sums secured by judgment.
extinction of a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on or
prior to the date to which Borrower has the right to assert in the foreclosure proceeding the non-
recourse by this Security instrument, foreclosure by acceleration and sale of the Property. The notice shall further
and (d) that failure to cure the default or before the notice is given to Borrower, by which the default must be cured;
unless applicable law provides otherwise. The notice shall specify (a) the date action required to cure the
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17
unless applicable law provides otherwise). The notice shall specify (a) the date action required to cure the
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

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

87096263

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under 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 Retainee. 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); or (b) entry of a judgment enjoining this Security Instrument to any power of sale contained in this instrument; or (c) before sale of the property pursuant to any power of sale contained in this instrument; or (d) before sale of the property pursuant to any power of sale contained in this instrument if Borrower has timely paid all sums which then would be due under this Security Instrument and the Note had no acceleration occurring; or (e) if Borrower has timely paid all sums which then would be due under this Security Instrument and the Note had no acceleration occurring, but not limited to, reasonable attorney fees; and (d) makes such action as Lender may reasonably require to pay the sum secured by this Security Instrument fully effective. Upon reinstatement by Borrower, this Security Instrument shall continue in full force and effect until otherwise terminated by Borrower to pay the sum secured by this Security Instrument fully effective. As if no acceleration had occurred, however, this Security Instrument shall not be liable in the case of acceleration under paragraphs 13 or 17.

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 to deliver the sums prior to the expiration of this period. This notice 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 to deliver the sums prior to the expiration of this period. Lender may invoke any remedy or right set forth in this Agreement or otherwise available to Lender by law or in equity without further notice or demand on Borrower.

securities by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general law as of the date of this Security Instrument.

17. Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the Property or Beneficial Interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) without written consent of the Lender, it may, at its option, require immediate payment in full of all sums

which can be given either without the accompanying provision, to the end and the provisions of this section and the Note are declared to be severable.

13. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by the laws of the State of New York, without regard to its conflict of law principles. To the extent that the provisions of this Note conflict with applicable law, such conflict shall not affect other provisions of this Note. Any provision of this Note which is held to be invalid or unenforceable by a court of competent jurisdiction shall not affect the remaining provisions of this Note. Any provision of this Note which is held to be invalid or unenforceable by a court of competent jurisdiction shall not affect the remaining provisions of this Note.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

mailing it by first class mail unless applicable law requires use of another method. This notice shall be directed to the property address or any other address specified herein or any other address by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address specified herein or any other address Lender designates by notice to Borrower. Any notice

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by
paraphraph 17.

13. Legislation Aftercading Landers Rights. If enacted into law this section of the application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument ineffective, excepting to the terms, Landers, as is option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedy

permitted limits will be reduced 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.

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, (b) any sums already collected from Borrower which exceed the permissible to the charge to the limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the limit.

model, for each of this security mechanism, the (a) does this mechanism have any significant security benefits over the current one? and (b) does this mechanism have any significant costs over the current one?

Instrument but does not execute the Note; (2) is co-signing this Security Instrument only to mortgage, grant and convey instruments that are owned by the joint and several, any joint or several, who co-own the property in joint and several interest.

shall not be a waiver of or prejudice the exercise of any right or remedy.

Lender shall not be entitled to commence proceedings against any successor in respect of failure to exercise time to payment of the sums received by him in trust for the benefit of the beneficiaries in accordance with the terms of the original bond or otherwise made by the original bondholder or his successors in interest. Any forfeiture by Lender in exercising any right or remedy

to the sums so paid by this Security instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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

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.

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, interest, whether or not then due, with the proceeds shall be applied to the sums secured by this Security instrument, the sums accrued by this Security instrument shall be reduced by

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Insurance coverage terms and conditions relating to liability and medical expenses in case of injury or death shall survive Borrower's notice of termination of this Agreement for the insurance company to whom such coverage is issued.

If Lender requires mortgagor to provide insurance as a condition of making the loan secured by this Security Instrument,

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14 FAMILY RIDER 6 6 6 0
Assignment of Rents

|Property Address|

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the Note, and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph E.

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.

(Seal)
CHICAGO TITLE AND TRUST, AS TRUSTEE UNDER TRUST
AGREEMENT DATED AUGUST 1, 1978, KNOWN AS TRUST
AGREEMENT NUMBER 1072754. (Seal)
AND NOT PERSONALLY
Borrower

RECEIVED
BOSTON PUBLIC LIBRARY
BY Monica Sanders

~~ASST. VICE PRESIDENT~~

OTTEST

SECRET//REFUGEE//INFO

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Property of Cook County Clerk's Office

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