

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

1987 APR -3 PM 1:57

87179919

511148512

(Space Above This Line For Recording Data)

14 00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 30
1987. The mortgagor is KENNETH STREETER AND RUTHIE M. STREETER, HIS WIFE

("Borrower"). This Security Instrument is given to

CONCORDIA FEDERAL BANK FOR SAVINGS, which is organized and existing
under the laws of THE UNITED STATES, and whose address is

2320 THORNTON ROAD LANSING, IL 60438

("Lender").

Borrower owes Lender the principal sum of FORTY TWO THOUSAND THREE HUNDRED AND 00/100 Dollars (U.S. \$ 42,300.00). 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 April 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

LOT 45 (EXCEPT THE NORTH 14 FEET) OF LOT 44 AND THE NORTH
2 FEET OF LOT 43 IN BLOCK 17 IN SISSON AND NEWMAN'S SOUTH
ENGLEWOOD SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 4 AND
THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 5 LYING
EASTERLY OF CENTER LINE OF CHICAGO ROCK ISLAND AND PACIFIC
RAILROAD IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN: 25-04-123-003 P1C

PDC

REC'D CLERK'S OFFICE

which has the address of 8905 S. EGGLESTON CHICAGO
Illinois 60620 "Street" "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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNOFFICIAL COPY

NAME	CONCORDIA FEDERAL BANK FOR SAVINGS 2320 THORNTON RD. LANSING, IL 60438	INSTRUCTIONS OR L R E V L D E L R Y
STREET	2320 THORNTON RD.	
CITY	LANSING, IL 60438	
STATE	ILLINOIS	
ZIP CODE		60438
FOR RECORDS INDEX & ADDRESS MAIL STREET ADDRESS OF ABOVE		
DESK RIBBON PROPERTY HERE		

Property of Cook County Clerk's Office

My Commission expires 12/31/07
 Given under my hand and official seal, this
 day of December, 1907
 set forth
 signed and delivered the said instrument as the
 subsequent to the foregoing instrument, appeared before me this day in person, and acknowledged that
 personally known to me to be the same person () whose name is KENNETH STREETER, HIS WIFE
 do hereby certify that KENNETH STREETER AND RUTHIE A. STREETER, HIS WIFE
 Notary Public in and for said county and state,
 I, Ruthie A. Streeter,
 County of Cook,
 State of Illinois,

Instrument and in any manner executed by Borrower and recorded with
 BE SIGNED Below, Before or accepts and agrees to the terms and conditions contained in this Security
 instrument, the covenants and agreements of this Security instrument as if the riders were a part of this Security
 instrument. This instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
 supplement this instrument, if one or more riders are executed by Borrower and recorded together with
 23. Riders to this Security instrument, if any other rider is executed by Borrower and recorded together with
 22. Waiver of Homestead, Borrower waives all rights of homestead and recordation costs
 instrument without charge to Borrower.
 21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
 instrument which includes all reasonable attorney fees, and them to the sums secured by this Security instrument
 costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, prepayments on
 the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of
 appraised value received, shall be entitled to enter upon take possession of and manage the Property and to collect the rents of
 property to the expiration of this period of redemption following judgment, and at any time
 but not limited to, reasonable attorney fees and costs of title evidence.
 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
 before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by
 this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding
 and other acceleration after acceleration, if the default is not cured on or
 before the date specified in the notice to reinstate after acceleration and foreclosure. If the notice specifies proceeding like non-
 perform Borrower of the right to reinstate after acceleration and sale of the Property. The notice shall further
 secure by this Security instrument, foreclose the date specified in the notice may result in acceleration of the sums
 and (d) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured
 default (c) a date, no less than 30 days from the date the notice is given to Borrower, (b) the action required to cure the
 unless applicable law provides otherwise. The notice shall specify: (a) the default (b) the action required to accelerate
 breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 13 and 14)
 breach of any covenant or agreement following following Borrower's

NON-EQUITABLE REMEDIES. Lender shall have further remedies and agree as follows:
 19. Acceleration: Remedies. Lender shall have further remedies and agree as follows:
 unless applicable law provides otherwise. The notice shall specify: (a) the default (b) the action required to accelerate
 breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 13 and 14)
 breach of any covenant or agreement following following Borrower's
 but not limited to, reasonable attorney fees and costs of title evidence.
 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
 before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by
 this Security instrument, foreclose the date specified in the notice may result in acceleration of the sums
 and (d) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured
 default (c) a date, no less than 30 days from the date the notice is given to Borrower, (b) the action required to accelerate
 unless applicable law provides otherwise. The notice shall specify: (a) the default (b) the action required to accelerate
 breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 13 and 14)
 breach of any covenant or agreement following following Borrower's

UNOFFICIAL COPY

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 inspect any of the Property. Lender shall give Borrower notice at the time of or prior to 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 a conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a partial 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, it is known that the condemned property fails to make an award or settle a claim for damages, Borrower fails to respond to Lender within 15 days after the date the notice is given, Lender shall be entitled 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, plus past due interest, may 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 shall be signing this Security Instrument only to抵押 grant and to say 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 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 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 interpretation 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 if Lender when given is 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 with or at the conflicting provision. In this regard 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 a natural person without Lender's prior written consent, Lender may, at its option, require prompt payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercised 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 no 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 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 of sale after a default 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. These conditions are that Borrower can pay Lender all sums which then would be due under this Security Instrument and the Note had not accelerated or occurred, (b) cure any default, (c) any other covenants or agreements, (d) pay all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable attorneys' fees and disbursements such action as Lender may reasonably require to assure that the benefits 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 17, 18.

256674
SAC County Clerks Office

UNOFFICIAL COPY

7. Protection of Lenders' Rights in the Project: Borrower shall, at its own expense, defend and protect the Lenders' rights in the Project against all claims, demands, suits, actions, proceedings, investigations, audits, examinations, assessments and other legal proceedings, including arbitration, brought by any third party against the Project or any of the Lenders.

Instrumental measurement prior to the procedure.

Within the notice period given, Lessor, Landlord and Borrower shall not extend or amend the lease or otherwise agree in writing, any application of proceeds to principal or interest or shall not exceed or amend the date of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments if less than the date of the monthly payments referred to in paragraph 1 and 2 or amend the terms and conditions of the Property as required by Lender. Borrower's right to any insurance policies and to receive renewals from under paragraph 19 of the Property is hereby reserved by Lender. Borrower's right to any insurance policies and to receive renewals by Lender from under paragraph 19 of the Property is hereby reserved by Lender. Borrower's right to any insurance policies and to receive renewals from under paragraph 19 of the Property is hereby reserved by Lender.

the Properties or to pay sums secured by this Security Instrument, whether or not there due. The security period will begin

Under Lender's direction, the Company will make its best efforts to implement the recommendations of the Report. The Report will be submitted to the Board of Directors of the Company for review and consideration. The Board of Directors will determine the appropriate course of action to be taken by the Company in response to the findings and recommendations of the Report.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause guaranteeably withheld.

of the giving of notice.

4. Charges: Lenses, Borrower shall pay all taxes, assessments, charges, dues and impositions attributable to the property which may accrue over this security instrument, and shall pay all amounts due and unpaid by the Borrower under this security instrument.

3. Application of Parameters. Unless applicable otherwise, all payments received by Lender under the Note, second, to preparements due under the Note, and last, to principal due

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 borrow items, shall exceed the amount required to pay the excess items when due, the excess shall be at Borrower's option, either prepaid to Borrower or credited to pay the excess items when due. If the amount of the Funds held by Lender is not sufficient to pay the excess items when due, Lender may make up the deficiency in one or more payments as required by Lender.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment 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 accrue during the Note period, and (b) yearly insurance premiums payable in advance over this Note.

3. 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 accrue during the Note period, and (b) yearly insurance premiums payable in advance over this Note.

4. 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 accrue during the Note period, and (b) yearly insurance premiums payable in advance over this Note.