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87205705

~~Box 333~~

THIS INSTRUMENT WAS PREPARED BY:
NORTH COMMUNITY BANK
3639 NORTH BROADWAY
CHICAGO, ILLINOIS 60657

MAIL TO: NORTH COMMUNITY BANK
3639 NORTH BROADWAY
CHICAGO, ILLINOIS 60657
Attention: Marilyn Tzakis

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14 00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 10, 1987. The mortgagor is Eugene Keefe and Karen Keefe, his wife, as joint tenants as to 1/2 interest and John Cullerton and Pamela Cullerton, his wife, as joint tenants as to 1/2 interest. The Security Instrument is given to NORTH COMMUNITY BANK, which is organized and existing under the laws of ILLINOIS, and whose address is 3639 N. Broadway, Chicago, Illinois, 60613 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED FIFTEEN THOUSAND FIVE HUNDRED FIFTY ANNUAL 10.0% Dollars (U.S. \$215,550.00...). 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 July 9, 1987. 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 3 in Block 6 in Oliver's Subdivision of the Northeast
1/4 of the Southwest 1/4 of Section 20, Township 40 North,
Range 14, East of the Third Principal Meridian, in Cook
County, Illinois.

TAX ID NO. 14-20-312-01

"Mortgagor on behalf of himself/herself and each and every party claiming by or through mortgagor, hereby waives and releases any and all rights of redemption, statutory or otherwise, without prejudice to mortgagee's right to any remedy, legal or equitable which mortgagee may pursue to enforce payment or effect collection of all or any part of the indebtedness secured by this mortgage and without prejudice to mortgagee's rights to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage."

COOK COUNTY, ILLINOIS
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which has the address of 1307 W. Cornelius Chicago
[Street] [City]
Illinois 60614 ("Property Address");
[Zip Code]

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

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

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

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(Space Below This Line Reserved For Lender and Recorder)

87205705

Notary Public

10th day of April 1987

Given under my hand and official seal this

My Commission expires: 11-28-1985

set forth.

..... at the, personally known to me to be the same person(s) whose name(s) .. are ..
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is
 signed and delivered the said instrument as .. That is .. free and voluntary act for the uses and purposes herein
 witness, as joint tenants as to 1/2 interest

do hereby certify that .. to 1/2 interest and John Culleton, and Pamela Cullerton, his
 wife, as joint tenants as to 1/2 interest
 Eugene Keeffe, his wife, as joint tenant
 Notary Public in and for said County and State,
 Matrix Hatzka, as joint tenants as to 1/2 interest
 witness, as joint tenants as to 1/2 interest

STATE OF ILLINOIS, COOK
 Pamela Cullerton
 John Culleton
 Borrower
 (Seal)
 Eugene Keeffe
 Borrower
 (Seal)

Instrument and in any rider(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 the Covenants of each such rider shall be incorporated into and shall amend and
 supplement this Security Instrument. If one or more riders are executed by Borrower and recorded together with
 this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
 supplement this Security Instrument. Any rider shall be limited to the part of this Security
 instrument which is not limited to the property in the rider.

22. *Termination of Homeowner Waiver*. Borrower waives all right of homesteaded property in the Property.
 23. *Rider to the Security Instrument*. If one or more riders are executed by Borrower and recorded together with
 this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
 supplement this Security Instrument. Any rider shall be limited to the part of this Security
 instrument which is not limited to the property in the rider.

20. *Lender in Possession*. Upon acceleration following paragraph 19 or abandonment of the Property and at any time
 prior to the expiration of any period of notice specified following paragraph 19, Lender or by judicial
 appointment 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. Any rents collected by Lender or the receiver shall be applied first to payment of
 costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
 bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument, Lender shall release this Security
 instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
 instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. *Release*. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
 instrument without further demand and may foreclose this Security Instrument by judicial proceeding.
 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.
 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 if the default is not cured on or
 before the date specified after acceleration and foreclosure. If the notice given to Borrower to cure the default is not cured on or
 before the date specified after acceleration and foreclosure, Lender shall proceed by judicial proceeding to collect the
 amounts secured by this Security instrument, foreclose by judicial proceeding and sale of the Property. The notice given to
 Borrower to cure the default is given to Borrower, by which the default must be cured; and (d) that failure 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;
 and (d) the date acceleration is declared by judicial proceeding in the notice may result in acceleration of the sums
 secured by this Security instrument, foreclose by judicial proceeding and sale of the Property. The notice given to
 Borrower to cure the default on or before the date specified in the notice is given to Borrower, by which the default must be cured;
 unless (a) the notice given to the borrower to accelerate and sell of the property, by which the default must be cured;
 and (b) the action required to cure the default must be taken by the date specified in the notice given to the borrower to
 accelerate and sell of the property, 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 default; (b) the 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;

and (d) the date acceleration is declared by judicial proceeding in the notice may result in acceleration of the sums
 secured by this Security instrument, foreclose by judicial proceeding and sale of the Property. The notice given to
 Borrower to cure the default is given to Borrower, by which the default must be cured; and (d) that failure 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;
 and (d) the date acceleration is declared by judicial proceeding in the notice may result in acceleration of the sums
 secured by this Security instrument, foreclose by judicial proceeding and sale of the Property. The notice given to
 Borrower to cure the default on or before the date specified in the notice is given to Borrower, by which the default must be cured;
 unless (a) the notice given to the borrower to accelerate and sell of the property, by which the default must be cured;
 and (b) the action required to cure the default must be taken by the date specified in the notice given to the borrower to
 accelerate and sell of the property, by which the default must be cured.

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

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

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

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

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any 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 expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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Any amounts disbursed by Lender under this paragraph 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.

free title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgagor fails to perform the covenants and agreements contained in the Property instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy), prior to condemnation or to enforce laws or regulations, then Lender may do and pay for whatever is necessary to protect his rights in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this security interest, paying reasonable attorney's fees and costs of defense, and expenses of suit, and recovering all amounts so paid from the Borrower.

Instrument immedately prior to the acquisition.
6. Preservation and Maintenance of Property; Leasesholds. 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 lesseehold and leasehold.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed 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 interest.

The property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property to settle a claim, then Lender may collect the insurance proceeds.

Unless render 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, Lender may use the insurance proceeds to restore or repair otherwise agreed by the parties. In either case, the insurance company shall be paid from the insurance proceeds.

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 give prompt notice to Lender
all receipts of paid premiums and renewals 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.

5. Hazard and Insurance. Borrower shall keep the insurance up-to-date and in full force and effect at all times during the term of this Agreement. Borrower shall pay all premiums and other amounts due on such insurance. Borrower shall provide Lender with copies of all policies of insurance and shall furnish Lender with evidence of the existence of such insurance. Borrower shall not cancel or reduce the amount of any insurance coverage without Lender's prior written consent. Lender may require Borrower to obtain insurance from an insurance company acceptable to Lender. Borrower shall not be liable for any loss or damage to the property of Lender or any third party resulting from the occurrence of any hazard or peril covered by the insurance. The amount of insurance coverage shall be determined by Lender and shall be sufficient to cover the replacement cost of the property insured. The amount of insurance coverage shall be maintained in the amount of "actual cash value," and any other hazards for which Lender requires insurance coverage shall be maintained in the amount of "actual cash value." The amount of insurance coverage shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld. This insurance shall be maintained in the amount of "actual cash value," and any other hazards for which Lender requires insurance coverage shall be maintained in the amount of "actual cash value." The amount of insurance coverage shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

Paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to preparement charges due under the Note; third, to amounts payable under Paragraph 2; fourth, to interest due; and last, to principal due.

Upon payment in full of all sums received by this Securty Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If Under paragraph 19 the Property is sold or acquired by Lender, Lender shall promptly refund to Borrower than immediately prior, the scale of the Property or its acquisition by Lender, and Lender shall promptly receive all the sums received by Lender. Unless a applicable law provides otherwise, all payments received by Lender under application as credit gain the sums secured by this Security Instrument.

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, at Borrower's option, either promptly repaid to Borrower or credited to pay the escrow items when due, in amounts held by Lender in one or more pymnts as required by Lender.

If the Fund amount of the Funds held by Lennder, together with the future monthly payments of Funds payable prior to this security instrument, shall give to Borroower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and debits to the Funds, Lennder requires interest to be paid, Lennder shall not be required to pay Borroower any interest or earnings on the Funds, Lennder shall give to Borroower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and debits to the Funds, Lennder shall be liable to the Funds for all sums secured by this security instrument.

The Fund shall be held in the institution in accordance with the requirements of law, and no part of the Fund may be used for any other purpose.

one-twelth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or rents on the Premises, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These funds shall be held in an institution of which are insured or guaranteed by a Federal or state funds and reserves of which are insured or guaranteed by a state or local government.