

# UNOFFICIAL COPY

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## MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on **APRIL 23  
1987** The mortgagor is **JOHN F. GALVIN AND MARY KATHRYN GALVIN, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **CENTENNIAL MORTGAGE COMPANY**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is  
**1300 WEST HIGGINS ROAD**  
**PARK RIDGE, ILLINOIS 60068**  
Borrower owes Lender the principal sum of  
**NINETY TWO THOUSAND AND NO/100**

Dollar (U.S. \$ **92,000.00**). 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 **MAY 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 22 IN BLOCK 25 IN NORWOOD PARK IN OWNER'S RESUBDIVISION OF  
LOTS 9, 10, 11, 12, 13, 14, 15 AND 16 IN BLOCK 25 IN NORWOOD PARK,  
IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

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which has the address of **5929 NORTH EAST CIRCLE AVENUE**  
(Street)

**CHICAGO**  
(City)

Illinois **60631** ("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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**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 Fund's 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 owing 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.

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 Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument commenced 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 enjoining this Security Instrument. Those conditions are that Borrower pays all sums which he owes under this Security Instrument and the Note had no acceleration accrued; (a) pays all sums which he owes under this Security Instrument and the Note had no acceleration accrued; (b) pays all expenses incurred in enforcing this Security Instrument; (c) pays all expenses incurred in defending this Security Instrument; (d) takes such action as Lender may reasonably require to assure the lien of this Security Instrument, Lender's rights in the Property repossessed by Borrower to pay the sums secured by this Security Instrument shall continue unchanged. Upon repossession by Lender, Borrower's obligation to pay the sums secured by this Security Instrument shall remain fully effective as if no acceleration had occurred. However, this Security Instrument and the obligations secured hereby shall remain fully effective in the case of acceleration unless otherwise provided.

"[Lender] agrees to exercise its option, [Lender] shall provide a period of no less than 30 days from the date the notice of acceleration is delivered or mailed to Borrower to pay the sums due to the expiration of this period, [Lender] may invoke any remedy permitted by this instrument further notice of demand on Borrower.

measured in it is sold or transferred for a pecuniary interest in property or transference and power is not a transfer performed by Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums executed by Lender as of the date of this Security Instrument.

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  
part of the Note is transferred, the transferee shall be bound by the terms of this Note.

13. Governing Laws; Severability. This Security Instrument shall be governed by law and the law of the State in which the Property is located. To the extent that any provision of this Security Instrument conflicts with the laws of the state in which the Property is located, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given without the consent of the Noteholders.

Property Address or any other address Borrowser designmataes by notice to Lender. Any notice provided by first class mail to Lender's address Borrowser designmataes by notice to Lender. Any notice provided to any other address Borrowser designmataes by notice to Lender. Any notice provided in this paragraph.

permitted by paragraph 19, 21. Under exercises this option, Lender shall in the steps specified in the second paragraph of paragraph 17.

13. **Lapse/Retention Action** – If no applicable laws has the effect of rendering any provision of this Note or this Security Instrument ineffective, then such provision will nevertheless remain in full force and effect.

**12. Loan Charges.** If the loan secured by "a 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 exceed the Note or by making a direct payment without any deduction under the Note.

11. Security accessories shall be supplied by the supplier and delivered to the customer at the agreed time and place. The cover notes and agreements of payment shall be signed by both parties and delivered to the customer. Any agreement made between the parties shall be subject to the provisions of paragraph 7. Borrower's co-signers and guarantors shall be liable for joint and several debts. Any Borrower who co-signs this security instrument but does not execute the Note, is co-signing this Security Instrument only to mortgage, grant and convey his or her property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations in (i), regard to the terms of this Security Instrument or the Note without the lender's consent.

shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or its successors in interest. Any noncompliance by Lender in exercising any right or remedy

Understand and Borrower otherwise agrees 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 such payments.

If the Property is damaged by Borrower, or if, after notice by Lender to Borrower that the condominium orders to make an award or settle a claim for damage, Borrower fails to collect and apply the proceeds, at its option, either to restoration or repair of the premises, or to the sum secured by this Security Instrument, whether or not then due.

the amount of the take-in, divided by (b) the fair market value of the property immediately before the take-in. Any balance shall be paid to Borrower.

assigned and shall be paid to Lender.

If Lender requires mortgagage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium 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.