

# UNOFFICIAL COPY

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## MORTGAGE

12-012227-0

THIS MORTGAGE ("Security Instrument") is given on April 16, 1987. The mortgagor is Michael G. Nash and Loretta M. Nash, husband and wife ("Borrower"). This Security Instrument is given to REPUBLIC SAVINGS BANK, F.S.B. SUCCESSORS AND ASSIGNS, which is organized and existing under the laws of the United States of America, and whose address is 4600 West Lincoln Highway, Matteson, Illinois 60443 ("Lender"). Borrower owes Lender the principal sum of Forty-eight Thousand and NO/100 Dollars (U.S. \$48,000.00). 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, 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:

LOTS 32, 33 and 34 IN BLOCK 2 IN SOUTH HOMEWOOD, A SUBDIVISION OF THAT PART OF THE NORTH  $\frac{1}{2}$  OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF EASTERLY RIGHT OF WAY LINE OF ILLINOIS CENTRAL RAILROAD AND WEST OF PUBLIC HIGHWAY DESIGNATED CHICAGO AND VINCENNES ROAD, IN COOK COUNTY, ILLINOIS.

TAX NUMBER 32-06-104-020 (AFFECTS LOTS 32 AND 33) AND TAX NUMBER 32-06-104-019 (AFFECTS LOT 34) VOLUME 10

DAO Jr

PLEASE RECORD AND RETURN TO:

Connie Lessentine  
Republic Savings Bank, F.S.B.  
4600 West Lincoln Highway  
Matteson, IL 60443



which has the address of 18361 Morris, Homewood, (City),  
(Street)  
Illinois 60430, ("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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Notary Public

County of (State)

My Commission Expires: 11/2/89

Witness my hand and official seal this ..... 16th ..... day of April ..... 1987

(he, she, they)

..... They..... executed said instrument for the purposed and uses thereina set forth.  
(his, her, their)

have executed same, and acknowledged said instrument to be ..... They..... being informed of the contents of the foregoing instrument,  
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,  
..... Michael G. Nash, and Lopez, R. Lopez, before and voluntarily act and deed that  
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

COUNTY OF ..... Cuyahoga .....  
STATE OF ..... Ohio .....  
SS:

[Space Below This Line for Acknowledgment]

LORRETTA M. NASH  
Borrower  
(Seal)  
MICHAEL G. NASH  
Borrower  
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in 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 all amend and  
supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security  
Instrument. [Check applicable box(es)]

- Adjustable Payment Rider     Planned Unit Development Rider  
 Adjustable Rate Rider     condominium Rider     2-4 Family Rider  
 Other (s) [Specify]

23. Riders to this Security Instrument. If one or more riders are recorded by Borrower and recorded together with  
this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall all amend and  
supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security  
Instrument. [Check applicable box(es)]

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security  
instrument or makeable attorney's fees, and then to the sums secured by this Security instrument, prior to the expiration of the  
appended receipt 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 the  
costs of management of the Property and collection of rents, including, but not so limited to, receiver's fees, premiums on  
receipts bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.

20. Lender in Possession. Upon acceleration of the Property and at any time  
but not limited to, reasonable attorney's 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  
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.  
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by  
excessive of a default or any other deficiency of Borrower to accelerate the right to sell the instrument is not cured on or  
prior to the expiration of the right to resell the instrument following judicial sale, Lender (in person, by agent or by judicial  
prior to the expiration of any period of redemption following judicial sale, Lender shall release this Security  
instrument without charge to Borrower. Borrower shall be entitled to collect all expenses incurred in pursuing the remedies  
provided by this Security instrument, forclosure by judicial proceeding and sale of the Property. The notice shall further  
secured by this Security instrument, forclosure by judicial proceeding and sale of the Property, and sale of the sums  
and (d) that failure to give notice before the date of the notice may result in acceleration of the sums  
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;  
unless applicable law provides otherwise. The notice shall specify: (a) the defaulter; (b) the action required to cure the  
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17  
breach of acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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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 Remonstrate.** 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. Those conditions are that Borrower: (a) pays Lentee all sums which then would be due under this Security Instrument and the Note had no acceleration; (b) occurs any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument; or (d) fails to pay the sum secured by this Security Instrument. Upon remonstration by Borrower, security interest in the instrument shall continue unthwarted. Upon remonstration by Borrower, this Security Interest shall remain fully effective as if no acceleration had occurred. However, this right to remonstrate shall not apply in the case of acceleration of paragraphs 13 or 17.

If Lender exercises this option, Lender shall give Borrower notice of acceleration of not less than 30 days from the date the notice is delivered or mailed to 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.

Interest in it is sold or transferred (or in 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 borrowed 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.

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

jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note creates conflicts 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 Note shall not affect any provision or clause of this Security Instrument and the Note shall not affect any provision of this Note.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which this instrument was executed or any other address stated herein or by notice to Borrower or Lender designating a different state or place of residence for either party. Any notice given to either party under this instrument shall be deemed to have been given if given to Borrower or Lender at the address set forth in this instrument or to Lender's address stated herein or by notice to Borrower or Lender designating a different address for either party. Any notice given to either party under this instrument shall be deemed to have been given if given to Borrower or Lender at the address set forth in this instrument or to Lender's address stated herein or by notice to Borrower or Lender designating a different address for either party.

rendering any provision of the Note or this Security instrument ineffective 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.

connection with the loan exceeded the permitted limit, 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 permitted limit will be refunded to Borrower.

modestly, to recover or recompense the amounts withdrawn from this security instrument or the Note without modicum, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in that Borrower's consent.

Instrument but does not exclude the Note: (a) is co-signing this Security Instrument only to mortgage; (b) is not entitled to joint and several liability under the Note; (c) has no right to sue for the Note; (d) may not sue for the Note; (e) may not sue for the Note; (f) may not sue for the Note; (g) may not sue for the Note; (h) may not sue for the Note; (i) may not sue for the Note; (j) may not sue for the Note; (k) may not sue for the Note; (l) may not sue for the Note; (m) may not sue for the Note; (n) may not sue for the Note; (o) may not sue for the Note; (p) may not sue for the Note; (q) may not sue for the Note; (r) may not sue for the Note; (s) may not sue for the Note; (t) may not sue for the Note; (u) may not sue for the Note; (v) may not sue for the Note; (w) may not sue for the Note; (x) may not sue for the Note; (y) may not sue for the Note; (z) may not sue for the Note.

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

interceptor of Borrower's net operating income available to service the principal, interest and fees of the Note and the other obligations of Borrower under the Note and the other documents evidencing the indebtedness of Borrower to Lender.

pos. pos. the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments model of amortization of debts; Borrower may defer payment of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments by this Schedule if he has been granted by his Lender for a period not exceeding 12 months.

make an award of settle a claim for damages, Borrower's failure to respond to Lender within 30 days after the date the notice 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 in due.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condominium offers no market value, the Borrower shall be liable to pay all expenses and attorney's fees incurred by the Lender in connection with the repossession and sale of the Property.

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 is Lender or otherwise in reac-tion: (a) the total amount of the sums secured shall be reduced by the proceeds multicollateralized by the following: (b) the amounts of the sums secured shall be reduced by the proceeds multicollateralized by the following:

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with such giving, shall be paid to Lender.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates or Borrower's and Lender's written Agreement terminates upon and inspection of the Property. Lender shall give Borrower notice of its right to do so if an inspection reveals substantial deficiencies for the inspection.