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MORTGAGE

243869-1

THIS MORTGAGE ("Security Instrument") is given on JUNE 8
1987 The mortgagor is RAYMOND S. SWAPA, BACHELOR

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 Borrower owes Lender the principal sum of TWENTY THOUSAND AND NO/100

("Lender").

Dollars (U.S.) 20,000.00). 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 JULY 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 1 IN THE RESUBDIVISION OF LOT 4 (EXCEPT THE NORTH 30 FEET THEREOF), IN BLOCK 32 IN F. H. BARTLETT'S GARFIELD RIDGE FIRST ADDITION, BEING A SUBDIVISION OF ALL THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIANA HARBOR BELT RAILROAD RIGHT OF WAY, IN COOK COUNTY ILLINOIS.

DEBT-01 RECURRING \$14.00
191404 TRAN 0177 45/10/87 13:35:00
#3465 N ID #-----
COOK COUNTY RECORDER

19-17-114-040

DFO fm

which has the address of 5640 SOUTH MC VICKER
(Street)
Illinois 60638 ("Property Address");
(Zip Code)

CHICAGO
(City)

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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 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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THE TALMAN HOME FEDERAL SAVINGS AND
BOX 130 RECORD AND RETURN TO:

CHICAGO, IL 60629
LAURIE GRON PREPARED BY:

MY Commission expires: May 2018

Given under my hand and official seal, this

set forth.

signed and delivered the said instrument as
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
is personally known to me to be the same person(s) whose name(s) is

do hereby certify that RAYMOND S. SWAPA, BACHELOR

, a Notary Public in and for said county and state,

County ss:

Cook

Illinoi

STATE OF ILLINOIS.

(Space Below This Line for Acknowledgment)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

RAYMOND S. SWAPA/BACHELOR
(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

Other(s) [Specify]

Graduate Payment Rider

Planned Unit Development Rider

Adjustable Rate Rider

Instrument [Check Applicable Box(es)]

Supplement to this instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement together with 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 together with this Security Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exception 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

reciever's bonds and reasonable attorney fees, and them to the sum secured by this Security Instrument.

Costs of management of this Property and collection of rents, including, but not limited to, receiver's fees, premiums on the property including those rents collected by Lender or to center upon, take possession of and manage the property and collect rents prior to the expiration of any period of redemption following judicial sale, by agent or by judicial

process (receiver) shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument, but not limited to, reasonable attorney fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in this instrument, but not limited to, reasonable attorney fees and costs of title evidence.

this Security Instrument without further demand and may recourse to the security instrument by judicial proceeding.

existsence of a default or any other deficiency of Borrower to accelerate immediate payment in full of all sums secured by this Security Instrument and the right to assert in the foreclosure proceeding the non-

inform Borrower of the rights to accelerate by judicial proceeding and sale of the property. The notice shall further secure by this Security Instrument, foreclose by judicial proceeding and sell of the property, if the notice may result in acceleration of the sums

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums unless (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time defaults must be cured;

unless otherwise provided otherwise. The notice shall specify: (a) the date to be accelerated; (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 time defaults must be cured;

breach of any covenant in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17

of this instrument); Remedies. Lender shall give notice to Borrower to accelerate following Borrower's

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 Bound; Joint and Several Liability; Co-signors. 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 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 requiring payment.

7. Protection of Lenders' Rights in the Property Mortgagable Instruments. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if he fails to pay his debts to the mortgagee in writing, the trustee shall have the right to sue in the name of the mortgagee for the recovery of such debts, and to sell the property mortgaged by Borrower to satisfy the same.

6. Preservation and Maintenance of Property: Lesseeholds. Borrower shall not destroy, damage or substantially change 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 other rights and interests in the Property shall remain with the lessee.

Unless otherwise agreed in writing, any application of proceeds to principles shall not extend or
under paragraph 19 the property is acquired by lender, Borrower's right to any inheritance 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
unless 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 inheritance 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
unless notice is given.

all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier unless Lender may make proof of loss, Borrower otherwise agree in writing, insurance fees payable and Lender's security is not retained. If the property damaged, if the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to restoration or repair is not economically feasible, the insurance fees payable and Lender's security is lessened. If the restoration or repair is not feasible or Lender's security would be lessened, the insurance fees payable and Lender's security is lessened. If the

All insurance policies and renewals shall be current provideding the insurance chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

of the identifyings the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the filing of notice.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payee or to the obligee of the obligation referred by the lien in a manner acceptable to Lender; (b) contributes in good faith the lien by, or defends against enforcement of the obligation referred by the lien in a manner acceptable to Lender; (c) prevents the enforcement of the lien or forefeiture of any part of the Property; or (d) acquires from the holder of the lien an agreement satisfactory to Lender subordinating the lien, in this Security Instrument, to Lender determined that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower:

Borrower shall pay three obligors in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lennder all payments made by the other obligors.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the terms of this document shall be applied first, to late charges due under Note; second, to principal charges due under Note; third, to amounts payable under Paragraph 2; fourth, to interest due; and last, to principal due.

Upon payment in full in one or more installments as required by Lender, Borrower amounr necassary to make up the deficiency in one or more payments as required by Lender.

If the due amount of the Funds held by Lennder, together with the future monthly payments of Funds received by Lennder, exceeds the amount of the escrow items, shall all be paid prior to the due date of the escrow items.

Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or application law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds unless it is agreed otherwise in writing. In such case, the Funds are pledged as additional security for the sum(s) agreed by Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and other purposes for which each debt is to the Funds was made. The Funds are pledged as additional security for the sum(s) agreed by Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and other purposes for which each debt is to the Funds was made.

The Funds shall be held in an institution the deposits 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, and Lender is liable under law permits Lender to make such a charge. Lender pays Borrower interest on the Funds and applies law permits Lender to make such a charge. Borrower and

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 "Second Items." Lender may estimate the funds due on the basis of current and reasonable estimates of future growth items.

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