

UNOFFICIAL COPY

37335392

87335392

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 4, 1987. The mortgagor is CLAUDE R. HENSLEY and MARY P. HENSLEY, his wife ("Borrower"). This Security Instrument is given to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN, which is organized and existing under the laws of the United States of America, and whose address is 6532 West Cermak Road - Berwyn, Illinois 60402 ("Lender"). Borrower owes Lender the principal sum of TWENTY-NINE THOUSAND SEVEN HUNDRED AND 00/100 Dollars (U.S. \$29,700.00). 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 27 AND 28 (EXCEPT THE EAST 7 FEET THEREOF) IN THE SUBDIVISION OF BLOCKS 15 & 16 TOGETHER WITH VACATED ALLEY SITUATED IN AND BETWEEN SAID BLOCKS, ALL IN MORTON PARK IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13 IN COOK COUNTY, ILLINOIS

87335392

PIN: 16-28-224-026

DEPT-A1 RECORDING \$15.25
T#4440 TRN 0413 4/17/83 09:00:04
#7922 # 27 4K - - - - -
COOK COUNTY RECORDER

which has the address of 5040 W. 25th Place Cicero,
[Street] [City],
Illinois 60650 ("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.

-87-335392

UNOFFICIAL COPY

This instrument was prepared by Notary Public, Notary Public Seal

44771

Notary Public Seal

Notary Public

My Commission Expires: 3-27-88

Witness my hand and official seal this day of April 1988

4th

(he, she, they)

executed said instrument for the purposes and uses herein set forth.

(his, her, their)

have executed same, and acknowledge said instrument to be the person(s) who, 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, free and voluntarily act and deed and that
I, Claudio R. Hensley and Mary P. Hensley, his wife, personally appeared before me and certified that
I, a Notary Public in and for said county and state, do hereby certify that

COUNTY OF DuPage }
STATE OF Illinois }
SS:

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BERWYN
6532 WEST CERMAK ROAD
BERWYN, ILLINOIS 60402

[Space Below This Line for Acknowledgment]

Instrument and in any rider(s) executed by Borrower and recorded with this Security
BY SIGNING BELOW, Borrower accepts and agrees 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 this Security Instrument as if the rider(s) were a part of this Security
Instrument. [Check applicable boxes] Borrower waives all right of homestead exemption in the Property.
 Other(s) [Specify]
 Graduated Payment Rider
 Planned Unit Development Rider
 Condominium Rider
 Adjustable Rate Rider
 2-4 Family Rider
 Borrower
 (Seal)

Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument. Lender shall collect on rents, including, but not limited to, payment of the rents on
costs of maintenance, including those collected by receiver for the receiver's fees, premiums on
appointee receiver, shall be entitled to enter upon, take possession of and manage the property and to collect the rents prior to the expiration of any period of redemption following judicial sale, unless or by judicial
prior to the expiration of any period of redemption under paragraph 19 or abandonment of the property 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
this Security instrument without further demand and may recover these expenses from the sum secured by this Security
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
existing or a default or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured on or
imform Borrower of the right to remit after acceleration and the right to assess in the foreclosure proceeding the non-
secured by this Security instrument, receiver proceeding and sale of the property. The notice shall further
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum
unless applicable law provides otherwise. The notice shall specify: (a) the date of the default must be cured;
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;
breach of any covenant or agreement in this Security instrument (but not prior to acceleration paragraphs 13 and 17
unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the
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 paragraphs 13 and 17
unless applicable law provides otherwise). The notice shall specify: (a) the date of the default must be cured;

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

44771-4
8/335392

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 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-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 sum 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.

UNOFFICIAL COPY

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security instruments shall bear interest secured by this Note.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Lender may take action under this Paragraph 7, Lender does not have to do so.

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, apprising in court, paying reasonable attorney fees and entering on the Property to make repairs. Although

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lesseehold and change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold, Lender shall immediately prior to the acquisition of the Property; Lessor's damage or substantial injury to the lessee.

6. Preservation and Maintenance of Property; Leases. Borrower shall not destroy, damage or substandardly instrument due date of the month by post office address agree in writing, any application of proceeds to principal, interest, or fees title shall not merge unless Lender agrees to the merger in writing.

Lender shall comply with the Property is acquired by Lender to the extent of the sums secured by this Security instrument from damage to the Property, any amounts received by Lender within 30 days of notice from Lender may use the proceeds to repair or restore the Property, or do not answer within 30 days a notice from Lender to take the insurance carrier has

Borrower abandons the Property, or Lender may collect the insurance proceeds. Lender may use the insurance proceeds to pay sums secured by this Security instrument, whether or not there due. The 30-day period will begin when the notice is given.

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 completed, Lender's security is not lessened. If the restoration is not completed to the sum secured by Lender's security would be lessened and Lender's security is not lessened. If the

Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair and Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, all receipts of paid premiums and renewals held the policies and renewals. If Lender receives, Borrower shall promptly give to Lender unreasonably withheld.

5. Hazard Insurance. Borrower shall keep the insurance 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 event of loss. Borrower shall provide a standard mortgage clause.

Insurance coverage shall be chosen by Borrower subject to Lender's approval which shall not be

required to hold the policies and renewals. If Lender receives, Borrower shall promptly give to Lender reasonable notice of cancellation of the insurance.

Note: third, to amount, payable under this Note, to late charges due law provides otherwise to Lender; (b) consists in good faith the payment to the obligee of the amount due to Lender.

4. Charges: Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property is evidenced by the payment to the obligee of the amount due to Lender.

Note: third, to amount, payable under this Note, to late charges due law provides otherwise to Lender; (b) to payment of principal due.

3. Application, etc., of Payments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied: first, to late charges due law provided by this Security instrument.

Upon payment of all sums secured by this Security instrument by Lender, any funds held by Lender no later than immediate prior to the sale of the Property or its acquisition by Lender, any funds held by Lender to Borrower

amount necessary to make Funds held by Lender is not sufficient to pay the escrow items when due, the excess shall be applied to the escrow items, either promptly or credit to escrow items as required by Lender.

If the amount of the Funds held by Lender, together, to pay the escrow items 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 applied to the escrow items, unless otherwise provided in the Note.

The Funds shall be held by Lender until all sums secured by this Security instrument by Lender, any funds held by Lender to Borrower for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security instrument.

purposes for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security instrument.

Lender may agree in writing that interest shall be paid on the Funds and applying credits and debits to the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds. Lender

requires interest to be paid on the Funds and applying credits and debits to the Funds. Unless an agreement or arrangements on the Funds is made or applied to the Funds. Lender may not charge for holding the Funds. Lender shall pay to Lender to make such a charge. Borrower and

Lender pays Borrower interest on the Funds and applying the Funds when due, the excess shall be applied to the escrow items. Lender may not charge for holding the Funds, analyzing the account of very little the escrow items, unless state agency (including Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless

the Funds shall be held in an institution the deposits or accounts of which are insured by a federal or basis of current data and reasonable estimates of future escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay monthly insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 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 Note, until the Note is paid in full, a sum ("Funds") equal to to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to the principal of and interest on the debt evidenced by the Note and any payment due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

2335262

UNOFFICIAL COPY

2-4 FAMILY RIDER
(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 4th day of June, 1987,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION OF BERWYN (the "Lender")
of the same date and covering the property described in the Security Instrument and located at:

5040 W. 25th Place, Cicero, IL 60650

[Property Address]

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

Clara R. Henley(Seal)
.....(Seal)
.....(Seal)
.....(Seal)

JH

82335392

UNOFFICIAL COPY

Property of Cook County Clerk's Office