UNOFFICIAL COPY

AISID Bank and	irust, as trustee	under trust r	1-0411 date September	19 87 The mortgagor in 24, 1977 ("Borrower")
	,		rincipal sum of	
	and dollars and 0	0/100°c	emcipal Sum of	
U.S. \$ 10,000.00), or the appreciate u			to that certain Equity Credit Lin
,		•	•	cuted by Borrower dated the same
				ot paid earlier, due and payable o
	•	-	• •	it notice at least 90 days before th
<u>₹</u>		•	• •	it later than 20 years from the dat
• • • •	•	*	•	re the same priority as the origina
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				it, with interest, and all renewals
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TOGETHER WITH all improvements now or here: he	herected on the property, and all easements, rights, appurtenances, rents, royalties, mineral
oil and gas rights and profits, water rights and stock as	nd 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 fore	young is referred to in this Security Instrument as the "Property".
BORROWER COVENANTS that Borrower is lawfu	I'v seised of the estate hereby conveyed and has the right to mortgage, grant and convey the
Property and that the Property is upencumbered, each	root for incumbrances of second. Borrower warrants and will detend cenerally the little to the

Property against all claims and demands, subject to any one imprances of record. There is a prior mortgage from Borrower to

Bell Sayings & Loan Assn. 10-18-66 and recursors and Lender covenant and agree as f /low;
NANTS. Borrower and Lender covenant and agree as f /low; and record id as recument number _____19986655

COVENANTS.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.

2. Application of Payments. All payments received by Lenger shall be a possed to the annual fee, interest due; and then, to principal.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, Imps and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground render all notices of amounts to be paid under this paragraph. The Borrower shall make these paymer is irrectly, and promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any tien which has priority over this Security I surument other than the prior mortgage described above. unless Borrower. (a) agrees in writing to the payment of the obligation secured by the link in a manner acceptable to Lender; (b) contests in good faith the tien by, or defends against enforcement of the tien in, legal proceedings which in the Leuter's opinion operate to prevent the enforcement of the tien or forfeture of any part of the Property, or (c) secures from the holder of the tien and comment satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to the number may attain priority over this Security. Instrument, Lender may give Borrower a notice identifying the ken. Borrower shall satisfy the ker of the or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard Inturance. 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 required 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 of ruse. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premium, and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carner and Lender may make proof of logs, if not made promptly by

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and Lender's security is not tessened. If the restoration or repair is not or expair is not committee and Lender's security is not tessened. If the restoration or repair is not or expair is not committee and Lender's security is not tessened. 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, and 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.

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.

5. 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.

6. Protection of Lender's Rights in the Property. If Borrower last to perform the covenants and agreements contained in this Security. Instrument, or there is a logal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate tor 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, Lender does not have to do so.

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 Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. 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.

8. 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 July 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 lollowing 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 Bo rever of it, after noise by Lender to Porte were that the concerno offers to make an award or settle a claim for damages, Borrower fails to relipon d to be deriving a code safter the date the noise is given, sender is authorized to collect and apply the proceeds; at its option, either to restoration or repair of the Property of the sum-second by this Security instrument, whether or not then due.

9. Borrower Not Released; Forbearance By Lender Not a Walver. 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 waiver of or preclude the exercise of any right or remedy.

10. 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 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement; (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 of the Agreement without that Borrower's

consent.

11. 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 ban 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 Agreement 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 Agreement.

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement 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 the paragraph 16.

13. Notices. Any notices to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable later provides use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Londer. Any notice to Lender shall be given by first class mail to Lender's address stated herein (attention: Home Montgage Unit) or any other address Londer 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.

14. Governing Law; Seve ab lity. This Security Instrument shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can given effect without the conflicting provision. To this end the provisions of this Security Instrument

and the Agreement are declared to by secarable.

15. Borrower's Copy. Each Borrow it shall be given one conformed copy of the Agreement and of this Security Instrument.

16. Transfer of the Property or a Ben Afficial Interest in Borrower; Due on Sale. If all of any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower's 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 reperal laws as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Boyov er notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which sorre wer 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 imply any remedies permitted by this Security Instrument without further notice or demand

on Borrower.

- 17. Borrower's Right to Reinstate. If Borrower meets or it in conditions, Borrower shall have the right to have enforcement of this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses in a circle in enforcing this Security Instrument, including, but not limited to. sonable attorneys' fees; (d) takes such action as Lender may realized by require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums seculed by this Security shall continue unchanged; and (e) not use this provision more frequently than once every five years. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration under paragraphs 12 of 16.
 - 18. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage ADDITIONAL COVENANTS. Enrowers and Lender further covenant and agree as follows:
- 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to arceleration following: (a) Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise) or the Agreement of (b) Lender's good faith belief that the prospect of payment or performance is impaired. 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 in given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in a celeration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall turilier inform Borrower of the right to reinstate after acceleration and the right to assent in the foreclosure proceeding the nonexistence of a default of any other defense of Borrower to acceleration and foreclosure. If the default is not cured, or the reason for the belief that the prospect of payme... of performance is impaired is not corrected, on or before the date specified in the notice, Lender at its option may require immediate payment in full of recurs 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 legal proceedings pursuing the remedies provided in this paragraph 19, including, but not limited to, reas or able attorneys' fees and costs of title
- 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and aliany time prict to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed 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 reliected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, of the Property and collection of the costs of management of the Property and collection of the Property an rents, including, but not limited to, receiver's fees, premium on receiver's bonds and reasonable attorneys' fees, and thin to the sums secured by this Security Instrument.
- ise. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower:

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

23. Riders of 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 the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Alsip Bank and Trust as Trustee under Trust #1-0411, but

	not personally		
1	Ву: Ј.Т. 000	asing pul	—Вопожет
	Attest: Nayai	een M. Wragg, Gashier	—Borrower
	- (Space Below This Line Fe	theknowledgingini)	
STATE OF ILLINOIS. COOK	County ss:	05	7.0
. Jeanne Geurkink		, a Notary Public in and for	said county, and state not hereby
certify that T.T. O'Connor, AVP & I	<u> Kathleen M. Wragg,</u>	Camhier	personally month to
me to be the same person(s) whose name(s)		والمراجع والم والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراج	
n person, and acknowledged that		signed and d	elivered as said instrument as
	, for the uses and purposes	inerein sei ionn.	
Given under my hand and official seal, this	10th	dayotJuly	,19 <u>.87</u>

My Commission expires: Aug 23, 1988

Jeanne Genakerk