

# UNOFFICIAL COPY

88449869

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 SEP 30 AM 11:21

88449869

CH 299321

15.00

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 22, 1988. The mortgagor is JOHN A. MANNING AND DOROTHY M. MANNING, HIS WIFE, AS JOINT TENANTS ("Borrower"). This Security Instrument is given to ASTRUM FUNDING CORP., which is organized and existing under the laws of DELAWARE, and whose address is 111 Great Neck Road, Great Neck, New York 11021 ("Lender"). Borrower owes Lender the principal sum of THIRTY THOUSAND AND 00/100 Dollars (U.S. \$30,000.00). 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 October 1, 2003. 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 13 AND 14 IN THE SUBDIVISION OF BLOCK 4 IN O'DELL'S ADDITION TO EUCLID PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS MORTGAGE IS SUBJECT AND SUBORDINATE TO: NONE

PERMANENT TAX NUMBERS: 25-09-115-025 AND 25-09-115-024

PREPARED BY: ESTHER REICH

RETURN TO: ASTRUM FUNDING CORP., 111 GREAT NECK RD., GREAT NECK, N.Y., 11021

88449869

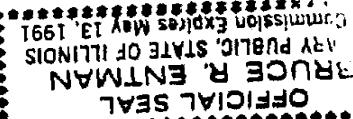
which has the address of 418 West 97th Street Chicago  
(Street) (City)  
Illinois 60628 ("Property Address");  
(Zip Code)

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 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.

# UNOFFICIAL COPY

 <p><b>OFFICIAL SEAL</b></p> <p>STATE OF ILLINOIS MY COMMISSION EXPIRES MAY 13, 1991</p>	<p>My Commission expires May 13, 1991</p> <p>NOTARY PUBLIC, STATE OF ILLINOIS BURGE R. ENTMAN</p>	<p>NOTARY PUBLIC, STATE OF ILLINOIS BURGE R. ENTMAN</p> <p>My Commission Expires May 13, 1991</p>
<p>Given under my hand and official seal, this 22nd day of September 1988.</p> <p><i>[Handwritten Signature]</i></p> <p>Notary Public</p>		
<p>My Commission expires:</p>		

Instrument and in my ride(s) executed by Borrower and recorded with it.  
27. SIGNATURES. Below are the names and signatures of the persons and corporations mentioned in this security  
agreement, a witness, a Notary Public, or a Commissioner of Courts of Law, as the case may be, who have signed  
the instrument and in my ride(s) executed by Borrower and recorded with it.

**BY SIGNING BELOW, BORROWER AGREES AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.**

- |   |   |  |   |   |   |   |   |   |  |   |
|---|---|--|---|---|---|---|---|---|--|---|
| 19. Acceleration of 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 under paragraphs 13 and 17 unless a applicable law provides otherwise). 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 specified in the notice, 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 the acceleration of the instrument. This notice shall be given to Borrower, by whom the acceleration must be cured and to the Borrower's attorney to cure the default on or before the date specified in the notice. | Information Borrower of the date of acceleration and the right to accelerate in the future proceeding against the non-acceleration of the instrument. | Ex parte notice of acceleration and foreclosure proceedings, if the non-acceleration of the instrument is not based on a date specified in the notice. Lender at its option may foreclose this Security Interest in full or all or part of the instrument by sale or lease possession or other means of realization. | Before the date specified in the notice, Lender reserves the right to accelerate immediately in full or all or part of the instrument if the Borrower fails to pay any sum due under this instrument. | Lender is entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including but not limited to, reasonable attorney's fees and costs of title evidence. | 20. Lender in reasonable discretion, upon acceleration under paragraph 19 or abandonment of the property and in any like prior to the expiration of any period of redemption following Borrower's failure to pay any sum due under this instrument. | Appointed receiver of the property included in the notice of acceleration shall be entitled to collect the rents of the property included in the notice of acceleration for the period from the date of acceleration to the date of sale or lease or other disposition of the property. | Costs of management of the property and collection of rents, including, but not limited to, receiver's fees, plaintiff's fees, receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument. | 21. Receiver, upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower. | 22. After the transfer of the property to the receiver, the receiver shall pay any recodation costs. | 23. Rider to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, unless otherwise provided in the rider(s), where a part of this Security Instrument, the coverings and agreements of this Security Instrument shall be incorporated into and shall amend and supplement this Security Instrument, unless otherwise provided in the rider(s). |
| NON-UNIFORM GOVERNANTS. Borrower and Lender further covenant and agree as follows:  |   |  |   |   |   | 24. Family Rider  | Conditionnatum Rider  | Planned Unit Development Rider  | Graduated Payment Rider  | Other(s) (specify)  |

# 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 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.

**Mortgagor shall furnish the mortgagee with a paid tax bill within thirty (30) days from date said taxes are due and payable. In the event mortgagor fails to do so, the said mortgage will become due and payable.**

# UNOFFICIAL COPY

Lender may take action under this paragraph, Lender does not have to do so.  
Any amounts disbursed by Lender under this paragraph shall be payable, with interest, upon notice from Borrower  
Securities 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  
regarding paying.

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 if there is a legal proceeding that may significantly affect coverage, Lender's rights in this Security instrument will be affected in the following manner:

**6. Preservation and Maintenance of Property; Leases;** 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

Unless Leenderd and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments. If postponing the monthly payments referred to in paragraph 1 and 2 or changing the amount of the payments, Leenderd and Borrower shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard moratorium clause. Lennder shall have the right to hold the policies and renewals, if Lennder requires. Borrower shall promptly give to Lennder all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give to Lennder carter and Lennder may make good proof of loss if not made good by Borrower.

**5. Hazard Insurance.** Borrower shall keep title insurance or other similar coverage on the Property against hazards of which

recepies it includes the payements directey, bottower shanty procmity turnin to lendee

**4. Charges: Lenses.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property, which may from time to time be levied or imposed by any authority, in respect of the premises and fixtures, fittings and equipment, and to the payment of all expenses, costs and charges, including legal expenses, incurred by Borrower in connection therewith. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property, which may from time to time be levied or imposed by any authority, in respect of the premises and fixtures, fittings and equipment, and to the payment of all expenses, costs and charges, including legal expenses, incurred by Borrower in connection therewith.

application is to create a gap in the sums secured by this Security instrument.

If the due dates of the borrowings exceed the dates of the repayment of the funds paid by Leender, together with the future payments of funds paid by Leender to the time of payment of the funds held by Leender, the amount required to pay the debts when due, the excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payaments of funds, if the amount of the funds held by Leender is not sufficient to pay the debts when due, Borrower shall pay to Leender any sum necessary to make up the deficiency in one or more payments as required by Leender.

The Funds shall be used in the institution of state agencies if included in the deposits of which are insured by a Lender if such an institution is held in the name of the Lender and applies the rules of the state agency to the Lender's accounts of which are held in the name of the Lender.

2. Premiums for taxes and insurances. Subject to applicable law or to 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 fully protect his Security Instruments; (b) yearly leasehold payments or (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.

**1. Payment of Principle and Interest; Preparation and Legal Changes.** Borrower shall promptly pay when due

**UNOFFICIAL COPY**

PRIOR TO MORTGAGE DATED September 22, 1988  
FROM JOHN A. MANNING AND DOROTHY M. MANNING  
TO ASTRUM FUNDING CORP.

RIGHT OF LENDER TO CURE DEFAULT UNDER PRIOR MORTGAGE

I authorize the Lender to make such payments as shall be necessary to cure a default under any prior mortgage covering the property, and any payments so made, together with interest at the rate of two (2) percent per month from the date of disbursement until the date of repayment, shall become part of the Debt and shall be secured by the lien of this mortgage, and I shall pay the same within 10 days after demand.

ADDITIONAL PROPERTY MORTGAGED

I also mortgage to you all personal property, attached to or used in connection with the premises, including but not limited to steam and hot-water boilers, pipes, radiators, bathtubs, water-closets, refrigerators, gas and electrical fixtures, ranges, carpets, rugs, shades, oil burners, coal stokers, plumbing and bathroom fixtures, air conditioning and sprinkler systems, clothes washers and dryers, dishwashers, wash tubs, sinks, stoves, awnings, screens, storm windows and storm doors, elevators, motors, dynamos, kitchen cabinets, incinerators, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every kind, and all replacements and additions.

NO ABANDONMENT

I will not abandon the premises; such being deemed to be abandonment in the event I am absent from the premises for 30 days or more, and fail to deny such abandonment within 30 days of notice by Lender sent to the property address.

LOSS OF PROPERTY ON DEFAULT

DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.

*John A. Manning*  
\_\_\_\_\_  
Borrower - JOHN A. MANNING

*Dorothy M. Manning*  
\_\_\_\_\_  
Borrower - DOROTHY M. MANNING

Sworn to before me this  
22nd day of September, 1988.

*Bruce R. Entman*  
\_\_\_\_\_  
Notary Public

