FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF WESTCHESTER
2121 S. MANNHEIM RD.
WESTCHESTER, IL 60153

-88-475868

THE INSTRUMENT WAS PREPARED IN Short A. Hotugs. Attorney at Law SESI Mannholm Road

(Space Above This Line For Recording Data)

Loan No. 9575-14 kg

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on	September 15
19.88. The morigegor is Gregory M. Gaspara a single person no	ever married
("Borrower"). This Security Inst	trument is given to
("Borrower"). This Security Inst FIRST FEDERAL S(VI) GS AND LOAN ASSOCIATION OF WESTCHESTER	, which is organized and existing
under the laws of, and whose add	fress is
2121 South Mannheim, of at Westchester, Illinois, 60153	("Lender").
Borrower owes Lender the propring sum of	d 00/100
Dollars (U.S. \$ 85,000.00 ). T	This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for mor paid earlier, due and payable on	nthly payments, with the full debt, if not This Security Instrument
secures to Lender: (a) the repaymen of the debt evidenced by the Note, with in modifications; (b) the payment of all orner sums, with interest, advanced under pa	
Security Instrument; and (c) the performanc, of Borrower's covenants and agreem the Note. For this purpose, Borrower does lereby mortgage, grant and convey to be a convened to the convened t	Lender the following described property
located in	

Parcel 1: Lot 11 (except the Eas: 31 feet thereof) in Block 3 in Shively Villa, being a Subdivision of Lot 2 in the School Trustees Subdivision in Section 16, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat of said Shively Villa recorded May 2, 1928 as Document 256910, in DuPage County, Illinois.

Permanent Index No. 06-16-200-001

Commonly Known As: 807 Addision South, Villa Park, IL 60181

Parcel 2: Lot 12 (except the North 9 feet thereof) and the North 18 feet of Lot 13 in Block 4 in Elsdon, J.G. Earle's Subdivision of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 and also the West 1/2 of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 and also the West 134 feet of the West 1/2 of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 11, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No. 19-11-304-050

Commonly Known As: 5117 S. Hamlin, Chicago, IL 60632

BOX 260

which has the ac	ddress of see above	
	[Street]	(City)
Illinois	("Property Address");	

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.

-88-47586

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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

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lenders Bigins in the Property; Mortgage Insurance.

S. Protection of Lenders 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 condemnsition or to enforce laws or regularions), the Property do and pay for whatever is necessary to protect the white of the Property and Lender's rights in the Property of the property and Lender's rights in the Property of the property and Lender's rights in the Property of the property and Lender's rights in the Property of the

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 Sorrower acquires fee title to the Property, the leasehold and

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting Unices Lender and Borrower otherwise agree in writing, any application of proceeds to princifial shall not extend or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If

when the notice is given. the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the projects to repair or restore of the Property damaged, if the restoration or repair is economically feasible and Lemer'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 my excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender's at the insurance carrier has Borrower abandons the Property, or does not answer within 30 days a notice from Lender's at the insurance carrier has Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Pc. 1.34 3r. all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance All insurance policies and renewals shall be acceptable to Lender and linclude a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borr over subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the stocking and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender h. Marging insurance. Borrower shall keep the imprivements now existing or hereafter erected on the Property

of the giving of notice. the Property is subject to a tien which may attain pribative over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or more of the actions set forth above within 10 days 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 (4 say part of the Property; or (c) secures from the holder of the lien an agreement astisfactory to Lender subordinating the 10-in to this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender subordinating the 10-in to this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender subordinating the 10-in to this Security Instrument. If Lender determines that any part of agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, 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 at Lender and Company furnish to Lender and Company furnish to Lender and Company furnish to Lender at Lender and Company furnish to Lender and Company furnish to Lender at Len

Note; third, to amounts pays me under paragraph 2; fourth, to interest due; and leas, to principal due.

4. Chargest Liena. Sorrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain, per ally over this Security Instrument, and leasehold payments or ground rents, if any.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

application as a creative against the sums secured by this Security Instrument.

amount need by Lender.

Upon Agment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender shall promptly refund to Borrower any Funds held by Lender shall promptly refund to Borrower than 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 that immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the dates of the escrow items, shall be, the excress shall be,

this Security Instrument. 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 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 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. leasthold 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 one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 2. Funds for Taxes and Insurgence. 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 to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

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 Mote and any prepayment and late charges due under the Mote.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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 guide 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 or erate 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 size essors 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: Joi at 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) to consigning 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 regar's 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) pay such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any rums 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 acrording 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 supplied 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 votice 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 Lenger view given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal it wand 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 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.

Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
 Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

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

(For Security Instrument)	•
THIS BI-WEEKLY PAYMENT RIDER is made this <u>15th</u> day of <u>September</u> , 19 corporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Instrument'') of the same date given by the undersigned (the "Borrower") to secure Bo	Deed (the "Security
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER  (the "Lender") of the same date and covering the property described in the Security Instrumer 807 Addison S., Villa Park, II 60181 5117 S. Hamlin, Chicago, II 6063	nt and located at:
(Property Address)  ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrum- Lender further covenant and agree as follows:	ment, Borrower and
A. Funds for Taxes and Insurance Uniform Covenant 2 of the Security Agreement is amended to read as follows: Funds for Taxes and Insurance. Subject to the applicable law or to a written waiver by Lender, Borrower on the day bi-weekly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal of: (a) yearly taxes and assessments which may attain priority over this Security Agreement; (b) yearly feer or ground rents on ine Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage intitiany. These litems are called "escrow items". Lender may estimate the Funds due on the basis of current destimates of future escrow items.  The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by agency (including Lender). Under is such an institution. Lender shall apply the Funds to pay the escrow not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless rower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lewitting that interest shall be paid on the Funds. Unless an agreement is made or applicable faw requires. Lender shall not be required to pay, Borrower any Interest or earnings on the Funds. Lender shall give to charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose to to the Funds was made. The Funds are pludged as additional security for the sums secured by this Set if the amount of the Funds held by Lender, 'oge ther with the future bi-weekly payments of Funds payal dates of the escrow items, shall exceed the anount required to pay the escrow items when due, the excerower's option, either promptly repaid to Borrower in credited to Borrower on bi-weekly payments of Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any to make up the deficiency in one or more payments at required by Lender, Lender shall apply, no late prior to the sale of the P	to one-twenty-sixth easehold payments surance premiums, data and reasonable by a Federal or State or items. Lender may see Lender pays Borender may agree in Interest to be paid, to Borrower, without or which each debit ecurity instrument, bie prior to the due eas shall be, at Borrower any Funds or than immediately
3. PAYMENTS  A) Time and Place of Payments  I will pay principal and interest by making payments every two (2) weeks ("Cl-Weekly").  I will make my bi-weekly payments beginning September 29 , 19 88 I will make the 2 weeks until I have paid all of the principal and interest and any other charges described below that I m Note. My bi-weekly payments will be applied to interest before principal. If on /pril 13 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "	nay owe under this
I will make my bi-weekly payments at 2121 S. Mannheim, Westchester, 11 60153 or at a different place if required by the Note Holder.  B) Amount of Bi-Weekly Payments  My bi-weekly payment will be in the amount of U.S. \$ 380.85	
4. BORROWER'S RIGHT TO PREPAY  I have the right to make payments of principal at any time before they are due. A payment of principal at "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so.  I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note of my prepayments to reduce the amount of the principal that I owe under this Note. If I make a partial will be no changes in the due date or in the amount of my bi-weekly payment unless the Note Holder a those changes.	Holder will use all prepayment, there
8. BORROWER'S FAILURE TO PAY AS REQUIRED  A) Late Charge for Overdue Payments  If the Note Holder has not received the full amount of any bi-weekly payment by the end of 15 caler date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my payment of principal and interest. I will pay this late charge promptly, but only once on each late payment of the not pay the full amount of my bi-weekly payment on the date it is due, I will be in default.	ndar days after the voverdue bi-week nant.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this BI-Wee	<b>S</b>
Gregory of Gaspar, Cogos	(Seal)
	.Borrower

\_\_\_ (Seal)
-Borrower

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