

# UNOFFICIAL COPY

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061030-3

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 9**, 1988. The mortgagor is **JOHN T. KEANE AND MARGARET A. KEANE, HIS WIFE** ("Borrower"). This Security Instrument is given to **HOUSEHOLD BANK FSB., A FEDERAL SAVINGS BANK**, which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **255 EAST LAKE STREET BLOOMINGDALE, ILLINOIS 60108** ("Lender"). Borrower owes Lender the principal sum of **FORTY ONE THOUSAND TWO HUNDRED AND 00/100THS----- Dollars (U.S. \$ 41,200.00)**. 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 **APRIL 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:

LOT 10 IN BLOCK 8 IN ARTHUR DUNAS' BEVERLY HILLS MANOR SUBDIVISION OF PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
P.P. #24-13-203-003 VOL. 443

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which has the address of **2631 WEST 103RD PLACE** (Street) **CHICAGO** (City)

Illinois **60655** (Zip Code) ("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.



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UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

**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 Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** 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 one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, 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 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 purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments 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, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds 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 application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. 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 receipts evidencing the payments.

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

**5. Hazard Insurance.** 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 requires 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 clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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 economically feasible and Lender'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 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.

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 the payments. 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.

**6. 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.

**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 there is a legal proceeding that may significantly affect 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, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although 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 requesting payment.

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18. Borrower's Right to Remittee. If Borrower meets certain conditions, Borrower shall have the right to have an application filed with Security Instrument prior to the earlier of: (a) 5 days (or such other period as Borrower certifies) before the earliest date of the Property pursuant to which he has the right to have an application filed with Security Instrument; or (b) early of a judgment entered in this Security Instrument. This condition is contained in this Security Instrument; or (c) early of a judgment entered in this Security Instrument; or (d) early of a judgment entered in this Security Instrument; or (e) early of a judgment entered in this Security Instrument; or (f) early of a judgment entered in this Security Instrument; or (g) early of a judgment entered in this Security Instrument; or (h) early of a judgment entered in this Security Instrument; or (i) early of a judgment entered in this Security Instrument; or (j) early of a judgment entered in this Security Instrument; or (k) early of a judgment entered in this Security Instrument; or (l) early of a judgment entered in this Security Instrument; or (m) early of a judgment entered in this Security Instrument; or (n) early of a judgment entered in this Security Instrument; or (o) early of a judgment entered in this Security Instrument; or (p) early of a judgment entered in this Security Instrument; or (q) early of a judgment entered in this Security Instrument; or (r) early of a judgment entered in this Security Instrument; or (s) early of a judgment entered in this Security Instrument; or (t) early of a judgment entered in this Security Instrument; or (u) early of a judgment entered in this Security Instrument; or (v) early of a judgment entered in this Security Instrument; or (w) early of a judgment entered in this Security Instrument; or (x) early of a judgment entered in this Security Instrument; or (y) early of a judgment entered in this Security Instrument; or (z) early of a judgment entered in this Security Instrument.

If the borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Section without further notice or demand on Borrower.

person) without Lennder may, at its option, require immediate payment in full of all sums received by Lennder prior written notice, Lennder may, under this Section, exercise its option to terminate this Agreement if Lennder fails to pay any amount due under this Agreement when due, or if Lennder fails to provide a period of 30 days after receipt of notice of non-payment to cure such failure to pay.

16. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

jurisdiction in which the Property is located. In the event that any provision 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 configuration provision. To this end the provisions of this Security Instrument and the Note are intended to be severable.

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. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mail under exercise of this option, Lender shall take the steps specified in the second paragraph of paragraph 19.

partial preparation within their charge under the Note, and in case of any emergency they are to be called upon to make good any deficiency in supplies or stores, the commandant will be entitled to call upon the commanding officer of the corps for such supplies or stores as may be required.

12. **Loan Charges.** If the loan secured by real security instruments is subse-  
quently liquidated sets maximum loan charges, and 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 exceed  
permitted limits will be refundable 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 applied as a  
permitted interest reduction.

11. Successors and Assignees; Bound; Joint and Several Liability; Co-signers. The caveats and agreements of this instrument shall bind and benefit the successors and assigns of the parties to this instrument. This instrument shall be joint and several liability. Co-signers. The parties to this instrument shall be liable to the holder for the payment of the amount due under this instrument, jointly and severally, in the proportion of their respective interests in the property liable in terms of this security instrument, provided that (a) is not personally liable for any debt or obligation arising from this instrument.

By the original Borrower or by a power's successor in interest. Any Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Borrower Not Released; Preference by Lender Not a Waiver. Extension of the time for payment in full may not be granted to overcome proceedings against the instrument or successor in interest or trustee to extend time for payment.

to the sums secured by this Security Instrument, whether or not the due date has been reached or exceeded and shall apply to the principal sum or to the unpaid balance of the principal sum, whichever is greater.

If the Property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers paid to Borrower,

In the event of a partial or complete liquidation of the Company, the proceeds shall be applied to the payment of debts and expenses paid to Borrower, with any excess being used to pay the principal amount of the Note and interest accrued thereon.

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, shall be assigned and shall be paid to Lander.

8. Inspection. Under or its agent may make reasonable entries upon and inspect specimens of the property. Landlord shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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## REAL ESTATE TAX SERVICE RIDER TO THE MORTGAGE

THIS REAL ESTATE TAX SERVICE RIDER is made this 9TH day of MARCH, 1988, 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 HOUSEHOLD BANK FSB., A FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2631 WEST 103RD PLACE, CHICAGO, ILLINOIS 60655  
(Property Address)

Paragraph 2 of Uniform Covenant 2 of said Security Instrument is amended to read as follows:

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and 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 purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Real Estate Tax Service Rider.

JOHN T. KEANE

Borrower

MARGARET A. KEANE

Borrower

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THE PRACTICAL USE OF THE BIBLICAL HISTORICAL METHOD IN THE STUDY OF THE BIBLE

and the *Monks* are the best. The *Monks* are the best. The *Monks* are the best. The *Monks* are the best.

Property

labeled "B" is a 100 percent interest in the land and buildings located at 1000  
Westmoreland Street, Pittsburgh, Pennsylvania. The building is a two-story  
brick structure containing approximately 10,000 square feet of floor space.  
The property is situated on a corner lot and is bounded on the west by  
Westmoreland Street, on the south by 10th Street, on the east by 10th Avenue,  
and on the north by 9th Street. The property is zoned C-2, commercial, and  
is currently used as a restaurant. The building is in good condition and  
is well maintained. The property is located in a highly developed area of  
Pittsburgh and is easily accessible from major thoroughfares.

Figure 9. The relationship between the number of clusters and the average distance between the centers of clusters.

cool

Collected by the author in the mountains of Yunnan, China, 1934-1935.

County C

...and the Clerk

881(1)1671

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