

COOK COUNTY, ILLINOIS

1988 APR 21 PM 12:44

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This instrument was prepared by:

RICHARD J. JAHNS (Name)
5133 W FULLERTON AVE (Address)
CHICAGO, ILL 60639

MORTGAGE

THIS MORTGAGE is made this 15TH day of APRIL 1988, between the Mortgagor, GLEN NEUMAN, DIVORCED AND NOT SINCE REMARRIED (herein "Borrower"), and the Mortgagee, CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION (herein "Lender"), a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 5200 West Fullerton - Chicago, Illinois 60639.

WHEREAS, Borrower is indebted to Lender in the principal sum of EIGHTY THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 15, 1988 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 01, 2008.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, (b) interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

PARCEL 1: THE NORTH 41.43 FEET OF LOT 7 IN WINCHESTER LANE SUBDIVISION, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2: EASEMENT IN, OVER, UPON AND TO THE COMMON AREA FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 88088473. PERMANENT INDEX NO'S.: 04-08-201-025-0000 & 04-08-201-026-0000

15.00

which has the address of 864 WINCHESTER LANE NORTHBROOK ILLINOIS 60062 (herein "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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Handwritten notes: 71-5-C-83J, 617535800

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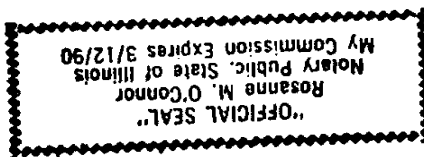
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RETURN TO BOX 403



(Space Below This Line Reserved For Lender and Recorder)



My Commission expires:

Given under my hand and official seal, this 15TH day of APRIL, 19 88

set forth.

signed and delivered the said instrument as if free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

personally known to me to be the same person(s) whose name(s) is

do hereby certify that GLEN NEUMAN, DIVORCED AND NOT SINCE REMARRIED

I, a Notary Public in and for said county and state,

STATE OF ILLINOIS, County ss:

Borrower

Borrower

GLEN NEUMAN

In Witness Whereof, Borrower has executed this Mortgage.

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

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge

to Borrower. Borrower shall pay all costs of recordation, if any.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may

make Future Advances to Borrower, with interest thereon, shall be secured by this Mortgage when

evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the

Mortgage, or the original amount of the Note plus US \$ 15,000.00, be secured by this Mortgage.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18

hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior 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. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the

Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable

attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for

those rents actually received.

19. Acceleration. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may

make Future Advances to Borrower, with interest thereon, shall be secured by this Mortgage when

evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the

Mortgage, or the original amount of the Note plus US \$ 15,000.00, be secured by this Mortgage.

18. Acceleration. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may

make Future Advances to Borrower, with interest thereon, shall be secured by this Mortgage when

evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the

Mortgage, or the original amount of the Note plus US \$ 15,000.00, be secured by this Mortgage.

17. Acceleration. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may

make Future Advances to Borrower, with interest thereon, shall be secured by this Mortgage when

evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the

Mortgage, or the original amount of the Note plus US \$ 15,000.00, be secured by this Mortgage.

16. Acceleration. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may

make Future Advances to Borrower, with interest thereon, shall be secured by this Mortgage when

evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the

UNOFFICIAL COPY PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT ("PUD") RIDER is made this 15TH day of APRIL, 1988, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION (herein "Lender") and covering the Property described in the security instrument and located at 864 WINCHESTER LANE NORTHBROOK, ILLINOIS 60062 (Property Address)

The Property comprises a parcel of land improved with a dwelling, which, together with other such parcels and certain common areas and facilities, all as described in (herein "Declaration"), forms a planned unit development known as WINCHESTER LANE (Name of Planned Unit Development) (herein "PUD").

PLANNED UNIT DEVELOPMENT COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document required to establish the homeowners association or equivalent entity managing the common areas and facilities of the PUD (herein "Owners Association"); and (iii) by-laws, if any, or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association.

B. Hazard Insurance. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the common areas and facilities of the PUD, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender on application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

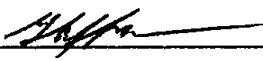
C. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the security instrument in the manner provided under Uniform Covenant 9.

D. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, consent to:

- (i) the abandonment or termination of the PUD;
- (ii) any material amendment to the Declaration, trust instrument, articles of incorporation, by-laws of the Owners Association, or any equivalent constituent document of the PUD, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the common areas and facilities of the PUD;
- (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the PUD; or
- (iv) the transfer, release, encumbrance, partition or subdivision of all or any part of the PUD's common areas and facilities, except as to the Owners Association's right to grant easements for utilities and similar or related purposes.

E. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due planned unit development assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this PUD Rider.



GLEN NEUMAN —Borrower

—Borrower

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the non-existence of a default or any other defense of borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this were a part hereof.

shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider or condominium or planned unit development, and constituent documents. If a condominium or planned unit development or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower

acquisition. or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or such installment. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or to the sums secured by this Mortgage.

is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage is the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of by Borrower.

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage insurance carrier.

provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the that such approval shall not be unreasonably withheld. All premiums or insurance policies shall be paid in the manner The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. 5. Hazard Insurance. Borrower shall keep the improvement its now existing or hereafter erected on the Property insured such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, Borrower shall promptly discharge any lien which, as priority over this Mortgage; provided, that Borrower shall not be payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner 4. Charges; Taxes. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to principal on any Future Advances.

under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and Note and paragraphs 1 and 2 hereof, shall be applied by Lender first in payment of amounts payable to Lender by Borrower 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Lender at the time of application as a credit against the sums secured by this Mortgage.

shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds by Lender to Borrower requesting payment hereof.

held by Lender shall fall to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either the due date of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to by this Mortgage:

purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said accounts, state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on the on any Future Advances secured by this Mortgage.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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19. Borrowers Right to Remain in Possession. Lender shall have the right to remain in possession of the Property until the sums secured by this Mortgage are paid in full. Lender shall have the right to collect all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender shall have the right to accelerate the sums secured by this Mortgage, and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, including (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or a transfer by devise, descent or by operation of law upon the death of a joint tenant or (c) the creation of a joint tenancy, Lender shall have the right to accelerate the sums secured by this Mortgage, and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Uniform Mortgage Governing Law; Severability. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect the other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Successors and Assigns; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate, in any manner, to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

7. Indebtedness of Borrower Secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

6. Payment of Proceeds. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to the proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking.

5. Award or Settlement. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. Application of Proceeds to Principal. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

3. Release of Property. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate, in any manner, to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

2. Lender's Written Agreement or Applicable Law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

1. Any amount disbursed by Lender pursuant to this paragraph 2, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 2 shall require Lender to incur any expense or take any action hereunder.

* or if

19. Borrowers Right to Remain in Possession. Lender shall have the right to remain in possession of the Property until the sums secured by this Mortgage are paid in full. Lender shall have the right to collect all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender shall have the right to accelerate the sums secured by this Mortgage, and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise 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 Mortgage.

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PROPERTY OF COOK COUNTY CLERK'S OFFICE