

UNOFFICIAL COPY

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

19. Acceleration; 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 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 the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 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. Any 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 attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay recordation costs. Together with a release fee.

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

23. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider Condominium Rider 2-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider
 Other(s) [specify] _____

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

.. (Seal)
- Borrower

..... (Seal)

**STATE OF ILLINOIS
COUNTY OF COOK**

SS THIS MORTGAGE IS BEING RE-RECORDED AND RE-ACKNOWLEDGED TO ADD THE NAME "and f/k/a/ KATHLEEN FOX" TO NAME OF MORTGAGORS.

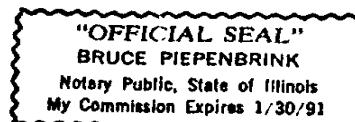
I, BRUCE PLEPENBRINK, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that LEWIS CASS LEIGH, III and KATHLEEN FOX LEIGH, f/k/a
KATHLEEN FOX MC CARTHY, his wife and f/k/a KATHLEEN FOX

personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this . . . 19th . . . day of . . . April . . . A.D. 1988.

Notary Public

SAFE SINCE 1887
Member: Federal Savings and Loan Insurance Corporation
Federal Home Loan Bank Board



COOK COUNTY, ILL.
THE STATE'S ATTORNEY

1988 APR 25 AM 10:19

88170593



Hoyne Savings and Loan Association

4786 NORTH MILWAUKEE AVENUE

• CHICAGO, ILLINOIS 60630

312/283-4100

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ORTHOMOLECULAR MEDICAL AVENUE

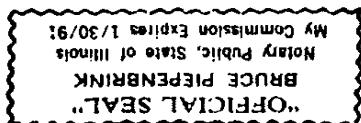
4786 NORTH HIGHLAND AVENUE • CHICAGO, ILLINOIS 60630 • 312/283-4100

三

and Loan Association

Hoyne Savings

85135.324



Member Federal Savings and Loan Insurance Corporation
SAFE SINCE 1887

GIVEN under my hand and Notarial Seal, this 31st day of December, 1988
the said instrument as Their free and voluntary act, for the uses and purposes thereupon set forth.
Persons signing know to me to be the same person's whose name is Marcus H. Springer
appareled before me this day in person, and acknowledged that they subscribed to the foregoing instrument,
personally known to me to be the same person's whose name is Marcus H. Springer

DO HEREBY CERTIFY that LEWIS CASS LIEICH III and KATHLEEN FOX LIEICH, f/k/a, a Notary Public in the State of Illinois, in the County, in the State aforesaid,
KATHLEEN FOX MCGARTHY, his wife

COUNTY OF COOK
STATE OF ILLINOIS

of the properties of the sums secured by his securities instruments, according to his own directions.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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 payment of the amount of the deficiency, whichever is less. Such amounts will be paid to the 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 Lender otherwise agrees 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 accrued by the time of the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If Lender required mortgagor to make insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance until such time as the requirements for the insurance terminate in accordance with Borrower's written agreement or application for the insurance.

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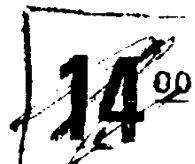
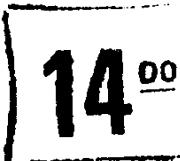
DR. LOAN NO. 01-29235-11

3 2 1 3 5 3 2 4
This instrument was prepared by:
Helena Durbak
Hoyle Savings and Loan Association
4786 N. Milwaukee Avenue
Chicago, IL 60630

88170593

Box 297

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MORTGAGE

This Mortgage ("Security Instrument") is given on March 31, 1988. The mortgagor is LEWIS, CASS, LEIGH, III, and KATHLEEN FOX, LEIGH, f/k/a KATHLEEN FOX, McCARTHY, his wife and f/k/a KATHLEEN FOX

Borrower"). This Security Instrument is given to Hoyle Savings and Loan Association, which is organized and existing under the laws of The State of Illinois, and whose address is 4786 N. Milwaukee Ave., Chicago, IL, 60630 ("Lender")
Borrower owes lender the principal sum of SIXTY SEVEN THOUSAND AND NO/100ths Dollars (U.S. \$67,000.00). 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 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 53 in Wyatt and Coons Oakwood Knoll Unit No. 2, a Subdivision of part of Lots 4 and 5 in Hattendorf's Subdivision of part of Lot 1 in Assessor's Division of Section 35, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

COOK COUNTY, ILLINOIS

1988 APR -4 AM 11:30

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THIS MORTGAGE IS BEING RE-RECORDED AND RE-ACKNOWLEDGED TO ADD THE NAME "and f/k/a KATHLEEN FOX" to name of mortgagors.

REAL ESTATE TAX INDEX NO. 04-35-122-015 CNO Un
which has the address of 1349 Tinker Way Glenview,

Illinois 60025 ("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 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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All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium clause, shall not be unreasonably withheld.

Lender shall have the right to hold the policies and renewals. If Lender recquires, 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.

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 or Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security is not lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not it has been 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, from Lender or to pay sums secured by this Security instrument, whether or use the proceeds to repair or restore the property or to pay sums secured by this Security instrument, whether or

Borrower shall promptly discharge any loan which has priority over this Security Instrument unless Borrower furnishes to Lender receipts evidencing the payments.

(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in writing to the payment of the obligation secured by the lien by, or defends against suit to recover any part of the lien in, legal proceedings which in the Lender's opinion operate to prevent the cancellation of the lien; (c) forfeiture of any part of the Property; or (d) secures from the holder of the lien an agreement satisfactory to Lender indemnifying the lien for the amount of any deficiency determined by Lender may give Borrower a notice indefinitely holding 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. Standard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extreme damage", 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 requires, that the insurance coverage carried by the insurance shall be maintained as chosen by Borrower subject to Lender's requirements.

If the amount of the Funds held by Lender, together, 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 the 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 in full payment of the amount necessary to make up the deficiency in one or more payments as required by Lender.

Lender at the time of application for credit against the sums secured by this Security instrument.

3. Application of Payments. Unless otherwise provided by law, 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, to principal due, 4. Charges: Lender, 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 of 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 or entity to whom payment is due.

Borrower makes these payments directly to Lender until prompty furnish to Lender all notices of amounts to be paid under this paragraph, if Borrower shall pay the amounts to another, Borrower shall pay the amounts to the other party.

The Funds shall be held in an institution the depositories or accounts of which are insured 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 permits the Funds to make such a charge for holding and applying the Funds.

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 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 of 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 amounts due on the basis of current data and reasonable estimate of future escrow items.

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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 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 the 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.

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