UNOFFICIAL COPY was prepared by:

Derr	or	ı C.	Travis				
(Name)							
625	N	Mic	higan				

(Address)

MORTGAGE

88200368

☐ IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THE MODICACE is made this 22nd day of April	19 88
THIS MORTGAGE is made this 22nd day of April between the Mortgagor, Pioneer Bank & Trust Company, As	Trustee, Under Trust
Agreement Dated* (herein "Borrower"), and the Mortgage	ee
Household Finance Corporation III	a corporation organized and
existing under the laws of <u>Delaware</u> , whose address is 625	N Michigan Unicago IL
#April 28, 1982 And Known As Trust Number 23181	"Lenger"
The following pragraph preceded by a checked box is applicable:	•
WHEREAS, Progresser is indebted to Lender in the principal sum of U.s. which indebtedness is ryidenced by Borrower's Loan Repayment and Security A and extensions and renewa's thereof (herein "Note"), providing for monthly instrate specified in the Note (herein "contract rate") (including any adjustments to rate if that rate is variable) and o'ne' charges payable at Lender's address stated about not sooner paid, due and payable on	tallments of principal and interest at the the amount of payment or the contract ove, with the balance of the indebtedness,
extensions and renewals thereof (herein "N(te") providing for payments of princ	cipal and interest at the rate specified in
the Note (herein "contract rate") including any adjustments to the amount of pay variable, providing for a credit limit of \$	vment or the contract rate if that rate is
TO SECURE to Lender the repayment of the indebtedness, including any f	Situan advantage avidanced by the Note
with interest thereon at the applicable contract rate (including any adjustments to rate if that rate is variable) and other charges; the payment of all other sums, with therewith to protect the security of this Mortgage; and the performance of the cover contained, Borrower does hereby mortgage, grant and convey a Lender the following of	interest thereon, advanced in accordance pants and agreements of Borrower herein
he South 5 feet of Lot 5 and all of Lot 6 in Block 1 in .8. Wiley's Subdivision of Block 8 in Clifford's ddition to Chicago Being a Subdivision of the East /2 of the Southwest 1/4 (except the East 1/2 of the outheast 1/4 of the Southeast 1/4) of Section 1, bunship 39 North, Range 13, East of the Third Principal	88200368
eridian, in Cook County, Illinois.	0.
ermanent Parcel # 16 01 324 005	This Office
	CO
which has the address of 871 N Richmond	Chicago ,
(Street)	(City)
Illinois (herein "Property Address")	

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower werrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

RECORD D

Borrower

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89500388



13109 . 75 '3760 000M 30130 73221W 201 3013500K

COUR COUNTY RECORDER
1#62522 TRAN 2518 95/11/86 99:55:09
1#2222 TRAN 2518 95/11/86 99:55:09
1#2222 TRAN 2518 95/11/86 99:55:09

Notary Public	My Commission Charles 11/30/91 Molety Public, State of Illinois My Commission Expires 11/30/91
free voluntary act, for the uses and purposes therein set forth.	Given under my hand and officia
ne person(s) whose name(s)	personally known to me to be the san
a Notary Public in and for said county and state, do hereby certify that	
County ss:	STATE OF ILLINOIS,

, (Space Below This Line Reserved For Lender and Recorder)

SEE RIDER ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

IN WITNESS WHEREOF, Borrower has executed this Mortgage. PIONEER BANK & TRUST COMPANY

Federal law.

20. 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. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or

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

1. Payment of Principal and Interest at Variable Rates. This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in

the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments 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 (including condominium and planned unit development assessments, if any) 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. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 lay 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 secure 1 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, experients, 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 redited 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 in one or more payments as Lender may require.

Upon payment in full of all sum, secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 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 agai ist the sums secured by this Mortgage.

3. Application of Payments. All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest,

and then to the principal.

4. Prior Mortgages and Deed of Trust; Charger; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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 core age", and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by Forrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance posicies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance currier and Lender. Lender may make proof

loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Ler.der within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums

secured by this Mortgage 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments, Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deteriors on of the Property 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 condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender' option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys'

fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, 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 upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien

which has priority over this Mortgage.

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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate 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. 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.

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actually received.

including those past due. All rents collected by 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 Mortgage. The receiver shall be liable to account only for those rents appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver

of the Property, have the right to collect and retain such rents as they become due and payable. 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment

pag occurred.

Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall tensin in full force and effect as if no acceletation discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lander all sums which would be then due under this Mortgage and the More had no acceleration occurred; (b) Borrower cures all breaches of any other coverants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the coverants and agreements of Borrower contained in this Mortgage, and in enforcing factors are an enforcing the coverants and agreements of Borrower contained in this Mortgage, and in enforcing the coverants and agreements of Borrower contained in this Mortgage, and in enforcing and in enforcing the coverants and agreements of Borrower contained in this Mortgage, and (d) Borrower forces and (d) Borrower fo to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to intrice this Mortgage

proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate, Notwithstanding Lender's acceleration of the sums secured by this Mortgage due proceeding the nonexistence 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 delate all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclese inis Mortgage by judicial The notice shall further inform Borrower of the right to reinstate after acceleration and the infalt to assert in the foreclosure may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial receeding, and sale of the Property. Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the notice is mailed to Borrower, by which breach breach on or before the date specified in the notice and breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice must be cured; and (4) that failure to cure such breach on or before the date specified in the notice provided in the notice by which are applied in the superposition of the superposition of the superposition and use of the property. by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pry when due any sums secured by this Mortgage, agreement of Borrower in this Mortgage, including the covenants to pry when due any sums secured by this Mortgage, agreement of Borrower in this Mortgage, including the covenants to pry when due any sums secured by this Mortgage, agreement of Borrower in this Mortgage, including the covenants to pry when due any sums secured by this Mortgage,

immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice. A demand on Borrower, invoke any remedies permitted

If Lender does not agree to such sale or transfer, Linder may declare all of the sums secured by this Mortgage to be releases Borrower in writing.

were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender Board, Borrower shall cause to be submitted in ormation required by Lender to evaluate the transferee as if a new loan in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from an adecree of dissolution of marriage, legal separation agreement, or from an incidental property (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spo use of the Borrower becomes an owner of the property, (h) a transfer into an intersection are interpreted and the spource of the property of the spource and the spource of the property of transfer into an interpreted and the spource of the property of transfer into an interpreted and the spource transfer of the property. of law upon the death of a joint Land. (c) the grant of any leasenold interest of three years of less not containing an option made to the Property.

16. Transfer of the Property or an interest therein, excluding 16. Transfer of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation

improvement, repair, or other loan agreement which Borrower enters into with Lender, Lender, at Lender's option, may require Borrower to a cectre and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Bon owe may have against parties who supply labor, materials or services in connection with improvements or defenses which improvements.

15. Rehabitication Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation,

of execution or at er recordation hereof.

and "attorneye" fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Bor up et's Copy, Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" not affect other provisions of this Mortgage or the Mote which can be given effect without the conflicting provision, and 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Mote conflicts with applicable law, such conflict shall in the event that any provision or clause of this Mortgage or the Mote conflicts with applicable law, such conflict shall in the event that any provision or clause of this Mortgage or the Mote conflicts with applicable law, such conflict shall in the event that any provision or clause of this Mortgage or the Mote conflicts with applicable law, such conflict shall

been given to Borrower or Lender when given in the manner designated herein. may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have 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 to Lender's address stated herein or to such other address as Lender (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower

12. Notice, Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower the Mote or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Mote without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

13. Mortgage is a supported in the Property of Mortgage and the property of Mortgage and the Property. shall bind, and the rights hereunder shall inute to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage only to mortgage, grant and who co-signs this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on 11. Successors and Assigns Bound; Joint and Several Liability; Co-signera. The covenants and agreements herein contained

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not personally, but and known as Trust upon and vested in nothing herein or it as creating any lie COMPANY, personally or any indebtedness implied herein or i	t as Trustee under Trustee, as in the it as such Trustee, as in said principal note ability on the said most to pay the said obligs accruing hereunder, our said mortgage and by	st Agreement dated <u>April 28, 1982</u> exercise of the power and authority confind it is expressly understood and agreed or obligation contained shall be constructed agor, or on the PIONEER BANK & TRUST gation or any interest that may accrue the or to perform any covenant either expressiained, all such liability, if any, being every person now or hereafter claiming and	erred that ed ereon, or
as aforesaid, has c Trust Officer aid i	aused there presents to b	RUST COMPANY, not personally, but, as Trusto be signed by its Assistant Vice Preside hereunto affixed and attested by its of	ent/
	P	IONEER BANK & TRUST COMPANY	
	Ox	y: Assistant Vice President/Trust Officer	
	Atçes	1/0/01-01/2	
	•	Assistant Secretary	
		DANIEL N. WLODEK	
STATE OF ILLINOIS)	LAND TRUST OFFICER	
) \$5		
COUNTY OF COOK)		
DO HEREBY CERTIFY the PIONEER BANK & TRUST names are subscribed that they signed and act and as the free therein set forth; as aid Assistant Secretarial Assistant Secretarial Assistant Secretarial Assistant Secretarial Assistant Secretarial Assistant Secretarial Secretaria S	hat the above named As I COMPANY, personally is to the foregoing institutely, appeared before delivered the said is and voluntary act of and the said Assistant etary, as custodian of a seal of said Corporate tary's own free and voluntary is own free and voluntary.	in and for the County and State aforesaid sistant Vice President/Trust Officer of the known to me to be the same persons whose trument as such Assistant Vice President/ re me this day in person and acknowledged instrument as their own free and voluntary said Corporation for the uses and purpose Secretary then and there acknowledged the the corporate seal of said Corporation, tion to be affixed to said instrument as pluntary act and as the free and voluntary purposes therein set forth,	h e s at
Given under my	hand and Managial Seal	this 27th day of April	19.88

MY COMMISSION PUPPLES APRIL 4, 1989

Region De Receips