

UNOFFICIAL COPY

Loan Number 5-118-43

88212959

REC'D-01 \$14.00
T#4444 FROM 2579 05/18/88 15.33.00
66387 8 12 44-134-6717925.97
COOK COUNTY REC'DER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 12, 1988. The mortgagor is Michael J. Collins and Marilyn J. Collins, his wife ("Borrower"). This Security Instrument is given to AVONDALE FEDERAL SAVINGS BANK, which is organized and existing under the laws of ILLINOIS, and whose address is 20 N. Clark Street, Chicago, Illinois, 60602 ("Lender"). Borrower owes Lender the principal sum of Ninety Thousand Five Hundred and no/100 Dollars (U.S. \$90,500.00). 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 June 1, 2018. 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:

The South 31 feet of the West half of Lot 12 in Block 8 in H.O. Stone and Company's Subdivision of the East 60 acres of the North half of the Northeast quarter of Section 25, Township 40 North, Range 12 East of the Third Principal Meridian, (except that part dedicated for Belmont Avenue and except that part lying North of Belmont Avenue), in Cook County, Illinois.

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88212959

BOX 334

which has the address of 3133 North Oketo, Chicago, [City]
[Street]
Illinois 60635 ("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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1224

(S.E.A.L.)

National Public

3

Witness my hand and official seal this 12th day of May 1988

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

Instruments – The Company may, from time to time, enter into instruments of this Security in such amounts and for such periods as it deems appropriate.

23. Rides to this Security Instrument, if one or more riders are executed by Borrower and recorded together with
24. witness to the execution of such rider shall be incorporated into and shall amend and

22 Water of Hemlock that goes to the river. BOTTLED WATER IS ALL THAT IS REMEDIAL EXEMPTION IN THE PROPERTY.

21. Release. Upon payment of sums secured by this Security Instrument, Lender shall release this Security Instrument.

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

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

but not limited to, reasonable attorney's fees and costs of little evidence, demand sum in excesses mentioned in this paragraph, less than \$25,000.

This Security Instrument is dated in the month of December, 1998, and is executed in the presence of all parties to this instrument, and is witnessed by the undersigned.

information borrowed after remittance and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to accelerate and foreclose. If the debt is not cured or re-

(d) that the result of this Security Instrument, foreclosed on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further

unless a publicable law provides otherwise). The notice shall specify: (a) the date the notice is given to Borrower; (b) the action required to cure the defaults; and (c) any covenant or agreement in this instrument (out of which the default must be cured).

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

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UNIFORM COVENANTS, Conditions and Lender Governmental Agreements

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.

UNOFFICIAL COPY מילויים רשמיים שודן ונתן כבש ערכותיו או החלטתו, פורטט פירוט

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.

16. Borrower's Copy. Borrower shall be given one controlled copy of the Note and of this Security instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If at or any time prior to the transfer of the property, 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.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the laws of the state in which the property is located. In the event that any provision of this Security Instrument 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 the extent that any provision of this Note is held invalid or unenforceable, it shall not affect the remaining provisions of this Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing to 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 paragraph shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Legislative Affirmation of the Note of Rights.** If enactment creates conflicts with the Note of Rights, it will play a role in determining which law prevails without affecting the Note of Rights.

11. **Accessors and Assigns** If a joint and several liability is granted to the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable for all debts, obligations and expenses of Lender and Borrower, subject to the terms of this Security Instrument.

Unless less credit and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed one-half of the amount of such payments. 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 Note A Waiver. Extension of the time for payment of amortization of amounts 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 remedy by the original Borrower or his 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.

paid to Borrower.

any consideration of our liability for any part of the expenses, or for conveyance in trust of condominiums, we therefore assign and shall be paid to Lender.

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

9. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property by any power of the law, or by any other authority, are hereby reserved to the Lender.

II Leader shall pay the premium required to maintain the insurance in effect until such time as this instrument for the benefit of the beneficiaries in accordance with Borrower's conditions of making the loan secured by this Security Instrument for the payment of the principal and interest due on the Note.