

UNOFFICIAL COPY

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

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

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

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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ILLINOIS-Single Family-FMHA FORM INSTITUTE
Form 3014 12/83

MPM MORTGAGE FIRMS • 013293-0100 • 0001621-7291

IN 8 (IL) 1974

LIMITED variations by jurisdiction to constitute a uniform security instrument covering real property.
THIS SECURITY INSTRUMENT combines several conveniences for mutual use and non-uniform covenants with
mortgage, grants and conveys the Property and that the Borrower is unicumbered, except for encumbrances of record,
mortgages, grants and conveyances of record to the Proprietor against all claims and demands, subject to any
encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
foreclose in part or in full this Security Instrument as the "Property".
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtelements, royalties, minerals, oil and gas rights and additional lands also be covered by this Security Instrument. All of the
hereafter a part of the property. All replaceable rights, water rights and stock and all fixtures now or
hereafter taken, sold or otherwise disposed of, shall be covered by this Security Instrument. All
BORROWER warrants and conveys the Property is unicumbered, except for encumbrances of record,

\$18.00

60622
CHICAGO
ILLINOIS
ZIP Code
("Property Address")
(City)
(Street)

-87-507555

(Hand
Title)

COMMUNITY KNOWN AS 1809 WEST WABANIA, CHICAGO, ILLINOIS 60622-01
TENNANT 2736 65/26/88 10:03:00
1983-01-01 48-225742
COOK COUNTY RECORDER

TO 4 IN RANDOLPH COUNTY SURVEY SECTION OF BOOK 35 IN SHEFFIELD
ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
-88-225742

Counties, ILLINOIS
located in COOK
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
Security Instruments; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
modifications; (b) the payment of all other sums due to the Note, with interest, and all renewals, extensions and
securities to Lender; (a) the payment of all other sums due to the Note, with interest, and all renewals, extensions and
security instruments. This Security Instrument, if not paid in full, it will be held by the Noteholder until paid in full.
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid in full, due and payable on OCTOBER 1, 2017.

1. This debt is evidenced by Borrower's note

Borrower owes Lender the principal sum of FIFTY FIVE THOUSAND TWO HUNDRED AND 00/100
Dollars (\$55,200.00) ("Lender").

109 FAIRFIELD AV., BLOOMINGDALE, ILLINOIS 60108
which is organized and existing under the laws of ILLINOIS
, and whose address is

("Borrower"). This Security Instrument is given to MORTGAGE NETWORK SERVICES, INC

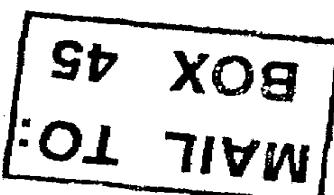
KNOWN AS, TRUST NUMBER 13011
CORPORATION AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1987, AND
19 87 The mortgagors, FIRST BANK OF OAK PARK, OAK PARK, ILL., AN ILLINOIS
THIS MORTGAGE ("Security Instrument") is given on AUGUST 1, 1987
SPEECHLESS

MORTGAGE

[Space Above This Line for Recording Date]

DEF-01 RECORDING
190222 TUES 02/16/91 15:25:00
417 00
#422 #43 44-27-150735

PLEASE RE-RECORD THIS TO SHOW CORRECTED DATE OF MORTGAGE
87507555 AND CORRECTED MIS-SPOTTED WORD.



GENERAL MORTGAGE CORPORATION
350 S.W. 12TH AVENUE
DEERFIELD BEACH, FLORIDA 33442

RECORD AND INDEX
8 3 2 5 0 7 4 5

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

275/1555

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 proceeding the non-existence of a default or any other defense of Borrower to acceleration and 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 without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Rider(s) to this 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] 1-4 FAMILY RIDER

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.

THIS TRUST DEED is executed by the First Bank of Oak Park, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First Bank of Oak Park, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said First Bank of Oak Park personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said First Bank of Oak Park personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, FIRST BANK OF OAK PARK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ~~Vice President~~, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

FIRST BANK OF OAK PARK As Trustee as aforesaid and not personally,

By Judith Ellen Lewis X ASSISTANT PRESIDENT

ATTEST Frank J. Prucha X ASSISTANT SECRETARY

STATE OF ILLINOIS
COUNTY OF COOK

ss.

t.

Judith Ellen Lewis

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

Fredric W. Meek

X VICE PRESIDENT OF THE FIRST BANK OF OAK PARK, and

Frank J. Prucha, III

Assistant Secretary

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and at the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth; and said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and at the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 10th day of September A.D. 1987.

OFFICIAL SEAL
JUDITH ELLEN LEWIS
Notary Public - Cook County
State of Illinois

The Notary Public Seal of the above Trustee has been identified herewith under Identification No. NOTARY PUBLIC #5225742

Given under my hand and official seal, this

day of

19

My Commission expires:

Notary Public

PREPARED BY:

KATHLEEN M. KLAUS
MORTGAGE NETWORK SERVICES, INC.
109 FAIRFIELD WAY, SUITE 303
BLOOMINGDALE, ILLINOIS 60108

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general law as of the date of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one congealed 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 his 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

15. Governing Law; Severability. This Security Instrument shall be governed by law and the law of the State in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note. Note also that the Note 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.

13. **LEGISLATION AFFECTING LENDER'S RIGHTS.** If enactment of or experimentation of application of any provision of this Note or this Security Instrument undercircumstances to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument notwithstanding any exercise of any right or power by Lender under paragraph 19. If Lender exercises this option, Lender shall take such steps specified in the second paragraph of

11. Successors and Assissees; Pound, Joint and Several Liability; Co-signers. The coverings 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 mortgagee, grant and convey that Borrower's interest in the Property land; the terms of this Security Instrument (b) is not personally guaranteed by this Borrower or make any accommodation with regard to the terms of this Security Instrument or the Note Borrower's consent.

If the Property is abandoned by Borrower, or if, after notice to Borrower that the condemnor offers to make an award on settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is due, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum secured by this Security Instrument, whether or not the same due.

paid to the power of the market value of the telephone equipment.

The amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking

shall give Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

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.

If Lender requires mortgagor to insure a condition of making the loan secured by this Security Instrument

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FIRST BANK OF OAK PARK, OAK PARK, ILL., AN ILLINOIS CORPORATION AS "TRUSTEE
UNDER TRUST AGREEMENT DATED AUGUST 1, 1987, AND KNOWN AS TRUST NUMBER 13011
(S-21) (S-21) (S-21)

BY SIGNING BELOW, BATTERWIFE AGREES TO THE TERMS AND PROVISIONS CONTAINED IN THIS 1st EDITION

E. ASSIGNMEN^T OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents in the Security instrument. However, prior to Lender's Notice to Borrower, Lender's breach of any covenant or agreement in the Security instrument, Borrower shall be entitled to pay the rents to Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents in the Security instrument. This assignment of rents constitutes an absolute assignment and not an assignment for security only.

If Lender gives notice of breach to Borrower, (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums so earned by the Security instrument; (ii) Lender shall be entitled to collect and receive all rents due and unpaid to Lender or Lender's written demand to the tenant; and (iii) such sum of the Property shall pay all rents due and unpaid to Lender or Lender's written demand to the tenant.

Borrower has not exceeded any prior assignment of the rents and has not and will not perform any act which would prevent Lender from exercising its rights under this paragraph.

Lender shall not be required to enter upon, take control of or retain the Property before or after giving notice of breach to Borrower. However, Lender or a judge may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidation which may do so in any time thereafter. This assignment of rents shall not be required to enter upon, take control of or retain the Property before or after giving notice of breach to Lender. Lender may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidation which may do so in any time thereafter. This assignment of rents shall be valid notwithstanding any provision to the contrary in any other document.

G. CROSS-DEFLATION PROVISION. Borrower's default or breach under the Security instrument and Lender may invoke any of the remedies permitted by the Security instrument.

D. **ROBOTHORN'S RIGHT TO RENTALS**, DATED 10/10/2012, wherein Coverage 18 is deleted.
E. **ASSIGNMENT OF LEASES**. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or renew the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease", if the Security Instrument is on a leasehold.

F. **ASSIGNMENT OF RENTS**. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property, Borrower's interest or Lender's agents to collect the rents and revenues and hereby directs each of the Property, Borrower's assigns and trustees to render all the rents and revenues to Lender all the rents and revenues of the Property.

B. SURVIVAL PROBABILITIES, **LOSS FUNCTIONS**, **RISKS**, **EXPOSURE AS PREDICTOR OF INCIDENCE AND DOWNTIME** show how many days can be expected to have

8. STRAIGHTFORWARD LENSES Because a lens need not be spherical, this discussion shall not allow any lens that fails to do so.

A VISE OF PROPERTY, COMPTIANCE WITH LAW Borrower shall not seek, agree to or make a change in the and Lender's further covenant and agree as follows:

14 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower

1809 West Webster, Chicago, Illinois, 60622
[Property Address]

THIS 14 FAMILY RIDER IS MADE THIS 11th day of SEPTEMBER, 1987.

Assignment of Kent's

14 FAMILY RIDDER

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Property of Cook County Clerk's Office

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