

UNOFFICIAL COPY 88265650

This instrument was prepared by:

RICHARD J. JAHNS

(Name)

5133 W. FULLERTON AVE

(Address)

CHICAGO, ILL 60639

## MORTGAGE

THIS MORTGAGE is made this 6TH day of MAY, 1988, between the Mortgagor, JOHN F. CONWAY AND ANN MARIE CONWAY, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, CRAIN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 5200 West Fullerton — Chicago, Illinois 60639 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of SEVENTY ONE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated MAY 06, 1988 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 01, 2003.

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

LOT 45 (EXCEPT THE NORTHWESTERLY 5 FEET THEREOF) AND THE NORTHWESTERLY 10 FEET OF LOT 44 1/4 BLOCK 6 IN WILSON'S RESUBDIVISION OF BLOCKS 75, 76, 77, 83, 84, 85, 86, 92 AND 93 AND 94 IN NORWOOD PARK IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 13-06-403-024-0000

-88-265650

DEPT-01

124444 TRAN 8295 96/17/88 11:34:00 \$14.00

11622 # ID \*\*-88-265650

COOK COUNTY RECORDER

14<sup>00</sup>

which has the address of 5951 N. NAVARRE, CHICAGO, ILLINOIS 60631 (herein "Property Address");  
 [Street] (City)  
 [State and Zip Code]

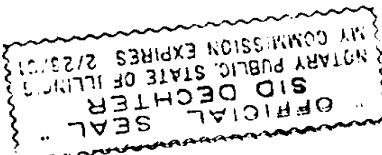
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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RETURN TO BOX 403

(please enter this line ready and type over it)



My Commission expires:

6TH May of 1988

set forth.

ANN MARIE CONNALLY  
JOHN F. CONNALLY  
SOUTHERN  
SOUTHERN

In witness whereof, Borrower has executed this Mortgage.

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration accrued; (b) Borrower cures all breaches of any other conventions or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in recovering the convenants and agreements of Borrower set forth in this Mortgage; (d) Borrower takes as provided in paragraph 18 hereof, but not limited to, reasonable attorney's fees; and (e) Borrower makes payment to Lender for amounts secured by this Mortgage and the sums received by Lender may reasonably be required 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 remain in full force and effect as in the Propertry and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired.

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

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

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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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

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

**3. Application of Payments.** Unless applicable law provides otherwise, 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 payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

**4. Charges; Liens.** Borrower shall pay 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, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**5. Hazard Insurance.** Borrower shall keep the improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sum secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender 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.

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

**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 deterioration 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. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**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, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

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Borrower shall have the right to have any such damages, expenses, or costs incurred in connection with this Mortgage, disallowed at any time and cause of documentation, absence, or failure to render a written report.

19. Borrower's Right to Remedy. Notwithstanding any provision of this Mortgage, Lender's acceleration of the sums secured by this Mortgage and costs of collection and little reports, shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and immediate due and payable upon notice from Lender to Borrower requesting payment principal under the Note unless payment in full is made before the date specified in the notice, Lender may declare this Mortgage by judicial proceeding. Lender shall immediately due and payable to Lender after default or defense of Borrower to accelerate and foreclose this Mortgage by judicial proceeding. Lender shall further inform Borrower of the right to repossess the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to accelerate and foreclose this Mortgage by judicial proceeding. Lender shall accelerate further information and the date specified in the notice to assert in the foreclosure proceeding the sums secured by this Mortgage, for collection and force sale of the Proceeds. The notice shall be delivered to Lender or any other defense of Borrower to repossess the right to assert in the foreclosure proceeding before the date specified by Lender to Borrower to accelerate and foreclose this Mortgage by judicial proceeding. The notice shall be delivered to Lender or any other defense of Borrower to repossess the right to assert in the foreclosure proceeding before the date specified by Lender to Borrower to accelerate and foreclose this Mortgage by judicial proceeding.

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

prior to acceleration shall mail notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the section

of acceleration; (3) a date, no less than 30 days from the date of the notice, by which such

breach must be cured; and (4) the failure to cure such sums prior to the date of the notice is mailed within

which Borrower may pay the same demanded due. If Borrower fails to pay such sums prior to the expiration of such period,

or if Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with

agreements under this Mortgage and the Note.

\* OR IF THE BORROWER CANNOT CURE THE DELAY AS THIS PROPERLY ASKS HIS PRINCIPAL REQUESTED REASIDEENCE

Lender may pay the same demanded due. If Borrower invokes any remedies permitted by Paragraph 18 hereof,

such Borrower may provide a period of not less than 30 days from the date the notice is mailed within

which Borrower may pay the same demanded due. If Borrower fails to pay such sums prior to the expiration of such period,

or if Lender exercises such option to accelerate, Lender shall have written agreement to the satisfaction of such person all

immediately due and payable. Lender shall have written agreement to the satisfaction of Lender, Lender shall release Borrower from all

liabilities to Lender and it Lender has waived the option to accelerate provided in this Paragraph 17, and if Borrower succeeds in

its satisfaction to whom the Property is to be sold to transact each agreement that he or she is located, Lender

and the person to whom the Property is to be sold the instrument in writing that the transfer is made to him or her, Lender

immediately due and payable. Lender shall have waived such option to accelerate if, this Mortgage to be paid to Lender

descent of by operation of law upon the death of a joint holder of (d) a tenancy in common, (e) a tenancy by entirety, (f) a tenancy by

this Mortgage; (g) the creation of a purchase money security interest for household appliances, (h) a transfer by devise,

by Borrower without Lender's prior written consent, excluding (a) the creation of a joint or a co-undertaking in sold or transferred

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred

of execution of after recordation hereof.

16. Borrower's Copy. Borrower shall be furnished a copy of the Note and of this Mortgage at the time

and the provisions of this Mortgage and the Note are declared to be severable.

other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and so this

event that any provision of law of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect

real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the

use and non-unit form covariant with the limitations by which each agreement to own title a uniform covenanting

15. Uniform Mortgagors: Governing Law: Severability. This form of mortgage combines uniform covariant for national

Mortgage shall be deemed to have been given to Borrower or Lender written herein.

(b) any notice to Lender shall be given by registered mail, return receipt requested, to Lender's address stated hereinafter, and

Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to

interpretation of the provisions hereof.

13. Successors and Assigns: Bound; Joint and Several Liability; Capsules. The covenants and agreements herein

remedy under this Mortgage after recorded by law in unity, and may be exercised concurrently, independently or successively.

12. Remedies Cumulative. All remedies provided in this Mortgage are cumulative to any other right or

right to accelerate the maturity of the principal amount of taxes or other charges by Lender or waiver of Lender's

The provisions and headings of this Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several

subject to the rights hereunder shall be subject to the respective successors and assigns of Lender and Borrower,

consented shall bind, and may be exercised by Lender or in exercising any right or remedy, or

otherwise afforded by Lender. Any forfeiture by Lender in exercising any right or remedy, or

secured by this Mortgage by Lender to any demand made by the original Borrower and Borrower's successors in interest,

proceedings against such successors, or release to extend time for payment of otherwise modify amortization of the sums

the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to release, in any manner,

by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner,

such instruments.

10. Borrower Not Released. Extension of the time for payment of amortization of a modification of the amounts secured

or postpone the due date of the monthly instalments referred to in Paragraphs 1 and 2 hereof or principal shall not exceed

unless Lender and Borrower otherwise agree in writing. Any such application of proceeds to principal shall not exceed

Property or to the use of the funds Mortgaged.

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an award or settle a claim for damages. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the

11. The Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make

paid to Borrower.

taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds

is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of

with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage,

and shall be paid to Lender.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

interior in the Property.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspectioins of the Property, provided

any action hereunder.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional

amounts due and payable upon notice from Lender to Borrower requiring payment principal under the Note unless

date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment in

date of payment from Lender to Borrower to pay interest thereon, and shall bear interest from the date of payment in

any manner provided under Paragraph 2 hereof.

Lender's written agreement or application for payment of any award or claim for damages, direct or consequential,

and hereby assignd.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional

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