



South Shore Bank

UNOFFICIAL COPY

8 9 5 4 3 6 0 4

71st and Jeffery Boulevard  
Chicago, Illinois 60649  
312/288-1000



89543604

Mortgage Insurance Accounting  
Department of Housing and Urban Development  
Washington, D.C. 20412

ATTENTION: Title I Branch

THE SOUTH SHORE BANK OF CHICAGO hereby assigns any and all rights, title and interest in the attached TRUST DEED / MORTGAGE Number 88089234, in the amount of \$ 9,600.00 dated February 19, 1988 and signed by Steven A. Morris and Patricia A. Morris, his wife to the UNITED STATES OF AMERICA.

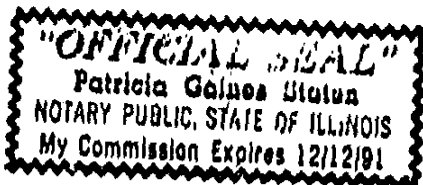
SOUTH SHORE BANK OF CHICAGO

BY: *Iris R. Jones*  
Iris R. Jones  
TITLE: ASSISTANT VICE PRESIDENT  
DATE: November 14, 1989

OFFICIAL RECORDING 154.25  
COST: \$124.12/15/89 09:11:00  
\$124.12 + \$12.00 = \$136.12  
COOK COUNTY RECORDER

Signed and sworn to before me this 14th day of November 1989,

*Patricia Gaines Stater*  
Notary Public



89-543604

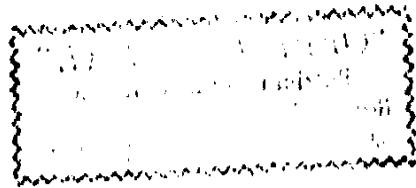
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10/15/2011

Property of Cook County Clerk's Office

10/15/2011

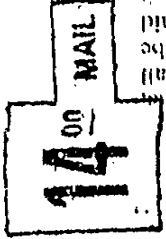


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Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the 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.

Trustee 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".

Illinois 60649 (Street and zip code) which has the address of, 6511-15, South, Maryland, Chicago, Illinois (City)



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DEPT-01 RECORDING \$14.25  
T#1111 TRAN 3730 03/01/80 16:06:09  
#1705 # 13 4-38-80-037234  
COOK COUNTY RECORDER

P.I.N.# 202315004

THE SOUTH 37 1/2 FEET OF LOT 22 IN BLOCK 5 IN WOODLAWN RIDGE SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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 hereon contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 2) hereof (herein "Future Advances"), Borrower hereby mortgages, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Whereas, Borrower is indebted to Lender in the principal sum of \$9,600.00, and the balance of the indebtedness, with interest, with the balance of the indebtedness, if not sooner paid, due and payable on, March 1, 1998, note dated February 19, 1988, (herein "Note"), providing for monthly installments of principal and interest, which indebtedness is evidenced by Borrower's

7054 South Jeffrey, Chicago, Illinois 60649, (herein "Lender"), existing under the laws of Illinois, a corporation organized and existing under the laws of Illinois, whose address is 7054 South Jeffrey, Chicago, Illinois 60649, (herein "Borrower"), and the Mortgage, between the Mortgage, Steven A. Hoxha and Patricia Hoxha, his wife, day of February 19th, 1988

MORTGAGE

(Name) 7054 South Jeffrey, Ill. 60649

This instrument was prepared by: 80089234

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88066234

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STATE OF ILLINOIS  
COUNTY OF COOK

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2025 11 18 10:18

**1. Payment of Principal and Interest.** Borrower and Lender covenant and agree as follows:

Borrower shall pay to Lender on the day monthly installments of principal and interest as provided in the Note, and the principal of and interest on the Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard 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 accounts or verifying Lender 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 such 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 will 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 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 Payment.** Unless applicable law provides otherwise, all payments received by Lender under the Note and 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; Taxes.** Borrower shall pay, all taxes, assessments and other charges, fines and impositions attributable to the Property which may arise prior to 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 lender. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall not be required to discharge any such 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 context 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 sums 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 or 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 if 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, or 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 in 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 *print and* 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; Leasehold; Condemnation; 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 consistent documents. If a condominium or planned unit development other is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such other shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the latter 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, involuntary, code enforcement, or arrangements involving a bankrupt or decedent, then Lender, 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, distribution 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 Lender's agreement.

**8. Preservation 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, involuntary, code enforcement, or arrangements involving a bankrupt or decedent, then Lender, 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, distribution 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 Lender's agreement.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, 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 from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permitted under applicable law. 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condormor offers to make an award, give the claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property of 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 date of the maturity of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage shall not constitute a release of the sums secured by this Mortgage to any successor in interest of Borrower. Lender 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.

**11. Forbearance by Lender of a Waiver.** 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound.** Lender, its successors and assigns, the government and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, all governments and agencies and managers of Borrower and the joint and several liability of Lender and Borrower.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower 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, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender in the manner designated herein.

**15. Uniform Mortgage Governing Law Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Mortgage or clause of this Mortgage or the Note which can be given effect without affecting other provisions of this Mortgage or the Note which can be given effect without affecting the other provisions, and to this end the provisions of this Mortgage and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

**17. Transfer of the Property Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior consent, existing in the creation of a lien or encumbrance subordinate to this Mortgage, (a) the creation of a purchase money security interest in the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest in the creation of a lien or encumbrance subordinate to this Mortgage, or by operation of law upon the death of a joint tenant or (c) the grant of any leasehold interest for a term of less than three years or less, not constituting an option to purchase, Lender may, at Lender's option, decline all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate it prior to the sale or transfer. Lender and the person to whom the Property is to be sold or transferred each agree in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be as set forth in this Mortgage and that Lender has waived the option to accelerate provided in this paragraph 17, and if Lender's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed 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 or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

**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 covenant to pay when due any sums secured by this Mortgage, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

**19. 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 covenant to pay when due any sums secured by this Mortgage, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Required to cure such breach (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured and (4) that failure to cure such breach on or before the date specified in the notice may result in the non-existence 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 declare any default on or before the date specified in the notice. Lender shall further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documenting evidence, abstract and title reports.

**19. Borrower's Right to Reinstatement.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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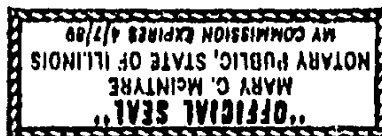
10/10/2013



THE SOUTH SHORE BANK OF CHICAGO  
Attention: Real Estate  
7054 South Jeffrey Blvd.  
Chicago, IL 60649

Mail To:

(Space Below This Line Reserved For Lender and Recorder)



My Commission expires:

Mary C. McIntyre  
Notary Public

Given under my hand and official seal, this 19th day of February, 1988

signed and delivered the said instrument as . . . . ., free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . . . . .

do hereby certify that . . . . ., personally known to me to be the same person(s) whose name(s) . . . . .

I, . . . . ., a Notary Public in and for said county and state,

STATE OF ILLINOIS, . . . . . County ss:

Patricia A. Morris  
Borrower

Steven A. Morris  
Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

23. Value of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

22. 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 recording, if any.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may

make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when

evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the

Mortgage, except the original amount of the Note plus US \$ . . . . ., be advanced in accordance herewith to protect the security of this

Mortgage, secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this

20. Assignment of Rents. Appointment of Receiver. Lender, prior to acceleration under paragraph 18

hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration

of any period of redemption following judicial sale, Lender, 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. All 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

attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for

those rents actually received.

19. Acceleration and Cure. Upon acceleration under paragraph 18 hereof, this Mortgage and the obligations secured hereby shall remain in full force and effect as if

no acceleration had occurred.

18. Acceleration. If any, had no acceleration occurred; (b) Borrower cures all

breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable

expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; and in

enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's 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 remain in full force and effect as if

no acceleration had occurred.

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