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#5023973

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 21
19 89 The mortgagor is MICHAEL J. MOLLOY AND PATRICIA T. MOLLOY, HIS WIFE AND
MAUREEN MOLLOY, A SPINSTER

("Borrower"). This Security Instrument is given to HOUSEHOLD BANK F.S.B., A FEDERAL SAVINGS BANK
which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is
255 EAST LAKE STREET, BLOOMINGDALE, ILLINOIS 60108 ("Lender")
Borrower owes Lender the principal sum of FIFTY FIVE THOUSAND AND 00/100-----

-----Dollars (U.S. \$ 55,000.00) 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 DECEMBER 01, 2004. 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 "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 EAST 40 FEET OF LOT 62 IN CHARLES BOOTH'S BELMONT AVENUE ADDITION TO CHICAGO
BEING A SUBDIVISION OF THE SOUTH 10 ACRES OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE
SOUTHWEST $\frac{1}{4}$ AND THE SOUTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 20,
TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PIN#13-20-328-004

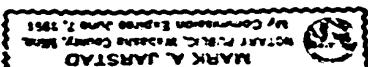
which has the address of 6339 W. MELROSE CHICAGO
"Street"
Illinois 60634 ("Property Address").
City

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 vested 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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STREET, BLOOMINGDALE, ILLINOIS 60108

CHILD BANK

101 8331

AN MAIL TO:

Given under my hand and affixed seal, this 21st day of November 1989.

સત્ત્વ

• personally known to me to be the same persons) whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act; for the uses and purposes therin

I, MICHAEL J. MOLLOY AND PATRICIA T. MOLLOY, HIS WIFE do hereby certify that . a Notary Public in and for said county and state.

County ass

THE UNDERSIGNED

MINNESOTA

Bontoc

Michael J. Molloy
1200 N. Milwaukee Avenue
Chicago, Illinois 60642
Patricia I. Molloy, his wife
1200 N. Milwaukee Avenue
Chicago, Illinois 60642
Green Molloy, A Spinstress
1200 N. Milwaukee Avenue
Chicago, Illinois 60642

By SIGNING BELOW, Borrower agrees to accept this instrument and to be bound by its terms and conditions contained in this document and in any addenda, executed by Borrower and recorded with it.

Digitized by srujanika@gmail.com

Graduated Fitness Unit Development Rider

Adjustable Ride Rider

22. "Owner of Homestead, Borrower or anyone all right of homestead claim in the Property".
23. "Rides to this Security instrument, if one or more persons are executed by Borrower and recorded together with this Security instrument, the co-signants and agreeements of each such under shall be incorporated into and shall amend and supplement the co-signants and agreeements of each such under as it is Security instrument as a part of this Security instrument."

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Leader in Possession. I, John DeGheret, a resident of Ridgefield, Connecticut, do hereby declare under oath that the information contained in this affidavit is true to the best of my knowledge and belief.

21. Release. I, John DeGheret, do hereby release by this document from all claims or demands which I may have against the Proprietors of the Commons for any damages, losses, and expenses and recoverable judgments, costs, and interest to the sum accrued by this sum accrued by this document.

I, under penalty of perjury, declare that the foregoing statement is true and correct to the best of my knowledge and belief.

19. **Acceleration:** Recommended, under this notice to Borrower prior to acceleration following the occurrence of any event of default specified in this Note, to pay all amounts due and payable under this Note, plus interest thereon at the rate of 12% per annum, plus all costs and expenses of collection, including attorney's fees, incurred by Lender in connection with the enforcement of this Note.

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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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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, if not paid in that manner. Borrower shall pay them on time directly to the person owing 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, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 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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federal law as of the date of this Security Instrument.

15. Governing Law; Separability. This Security Instrument shall be governed by federal law in which the Property is located. In the event that any provision or clause of this Security Instrument is declared to be nonconforming 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 this end the provisions of this Security Instrument and the Note are declared to be severable.

Mailing it by 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 Section; instruments shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Agreement may be given by delivery or by

12. Loan Charges. If the loan accrued by the university instrument is subject to a loan which each maximum loan charges, and that law is finally interpreted so that the instrument or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from the borrower or which exceeded the loan accrued by the instrument will be refunded to the borrower.

11. Successors and Assets Found: Joint and Several Liability: Co-Signers. The co-signers and signatories of this Securitization shall bind and notify the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower, co-signers, co-camants and beneficiaries shall be joint and several. Any Borrower who co-signs this Securitization shall be liable for all amounts due under this Securitization and agrees to pay the same to the trustee or his successors and assigns in the manner provided by this Securitization; and (b) is not personally obligated to pay the sums accrued by this Securitization under the terms of this Securitization; (c) is not personally liable for any amounts due under this Securitization.

make an award or settle a claim for damages. Borrower shall respond to Lender within 30 days after the date which notice is given him. Lender is authorized to collect and apply the proceeds of this option, either to restoration or repair of the Project, or to the sum recovered by this security, whether or not such damage is otherwise recoverable.

In the event of a total failure of the Property, the proceeds shall be applied to the sums欠ured by loans Borroawer, whether or not then due, with any excess under otherwise agree in writing. the proceeds paid to Borrower. In the case of a partial taking of the Property, the proceeds shall be applied to the sums欠ured by loans Borroawer and I under otherwise agree in writing. the value of the Property, immedately before the taking, shall be multiplied by the following fraction: (a) the total amount of the sums accounted for paid to Borrower and (b) the fair market value of the Property, immedately before the taking.

insurance terminates in accordance with Boarder's and Lender's written agreement of applicable law.

8. **Specification.** Lender or in absentia make reasonable written notices upon and information of the Project). Lender shall give Borrower notice at the time of prior to an inspection specifying reasonable cause for the inspection.

9. **Commemoration.** The proceeds of any award of the Project, or for damage, direct or consequential, in connection with any condemnation of any part of the Project, shall be paid to Lender.

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Official Seal
Erica M. Gray
Secretary of State of Illinois
Commonwealth Editions 10/30/93

255 EAST LAKE STREET, BLOOMINGDALE, ILLINOIS 60108
MARY HILDE/HOUSEHOLD BANK

Nectar's Purse

Given under my hand and official seal this 21st day of November 1989.

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* Person(s) known to me to be the same person(s) whose name is:

do hereby certify that MARY REEN MOLLOY, A SPiMASTER

a Notary Public in and for aid county and static.

County 55:

I. THE UNDERSTANDING

State of Illinois, DuPage

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(Space Above This Line For Recording Data)

#5023973

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 21

19 89 The mortgagor is MICHAEL J. MOLLOY AND PATRICIA T. MOLLOY, HIS WIFE AND MAUREEN MOLLOY, A SPINSTER

("Borrower"). This Security Instrument is given to HOUSEHOLD BANK f.s.b., A FEDERAL SAVINGS BANK which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 255 EAST LAKE STREET, BLOOMINGDALE, ILLINOIS 60108

("Lender").

Borrower owes Lender the principal sum of FIFTY FIVE THOUSAND AND 00/100-----

-----Dollars (U.S. \$ 55,000.00). 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 DECEMBER 01, 2004. 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 EAST 40 FEET OF LOT 62 IN CHARLES BOOTH'S BELMONT AVENUE ADDITION TO CHICAGO BEING A SUBDIVISION OF THE SOUTH 10 ACRES OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{2}$ AND THE SOUTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{2}$ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#13-20-328-004

which has the address of 6339 W. MELROSE CHICAGO
(Street)

Illinois 60634 ("Property Address").
To City

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 seized 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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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 21st day of November 1989 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to HOUSEHOLD BANK ISB
255 E. LAKE STREET BLOOMINGDALE, IL 60108

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6339 W. MELROSE

CHICAGO, IL 60634

(Street, City, State)

1-4 FAMILY COVENANTS.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW.

Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS.

Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE.

Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED.

Uniform Covenant 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 terminate 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 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. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional 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 secured by the Security instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property, before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security instrument is paid in full.

G. CROSS-DEFAULT PROVISION.

Borrower's default or breach under any note or agreement in which Lender has an interest shall be a default under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

X / Michael J. Molloy (Signature)

MICHAEL J. MOLLOY

X / Patricia T. Molloy (Signature)

PATRICIA T. MOLLOY

X / Maureen Molloy (Signature)

MAUREEN MOLLOY

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Property of Cook County Clerk's Office