## AVONDALL OR MELOANCOP

MORTGAGE (Individuals)

5-1870-30r Loan Number \_\_\_

89093530

THIS MORTGAGE is	made this	16th	dav	rot <u>Fe</u>	bruary	19 <u>89</u>
between the Mortgagor,	Edward	Druzinsky and	Dorothy	Druzinsky,	his wife	
and the Mortgagee, AVONDA 20 North Clark Street, Chicag				y chartered sa		n "Borrower"). ose address is
WHEREAS, Borrowe ("Maximum Amount"), or so r is lesser), and evidenced by E the balance of the indebtedne ("Maturity Date") unless exte	nuch of that s Borrower's No ess, if not soor	um as may be add te, providing for m ter paid, due and p	vanced puri nonthly pay payable on ,	suant to the ob ments of princ	oligation of Len cipal and/or into	
TO SECUFIE to Lende to, such obligatory in ture adve other sums, with interest then performance of the crive lant grant and convey to Lerver t	ances ("Futur eon, advanced s and agreem	e Advances") as a fin accordance he ents of the Borrov	re describe erewith to p	ed in paragraph protect the sec	n 18 hereof), the urity of this Mo	payment of ail rigage, and the
in the attached Exhibit "A" 'c	ated in the Co	ounty ofCo	ok	State of Illin	ois, which has	the address of
429 West Roslyn P	are, Chica	go, Illinois	60614		("Prope	erty Address").
TOGETHER with all tappurtenances, rents, royaltic fixtures now or hereafter attached	es, mineral, oi	l and gas rights a	nd profits.	water, water ri	ghts and water	stock, and all

said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as "Property". Borrower covenants that Borrower is talvifully seised of the estate hereby conveyed and has the right to 📺 mortgage, grant and convey the Property, that it e Property is unencumbered with the exception of those items, if any, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

## Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due without set-off, recoupment, or deduction, the principal of and the interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, including the principal of and interest on any Future Advances secured by this Mortgage.
- 2. Application of Payments. All payments received by Lender under the Note and paragraph 1 hereof, shall be applied by Lender first in payment of interest due on the Note, then to principal of the Note, including any amounts considered as added thereto under the terms hereof.
- 3. Charges; Liens. Borrower shall promptly pay all obligations secured by a mortgage or trust deed affecting the Property, taxes, assessments and other charges, fines and impositions a imputable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due. 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 r ayinents. Borrower shall promptly discharge any lien which has priority over this Mortgage with respect to any sum including, but not limited to. Future Advances.
- 4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter arcated 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 and all other mortgages and trust deeds with respect to the Property.

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 by Borrower when due.

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 penewals 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 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 paragraph 1 hereof or change the amount of such installments. If under paragraph 16 hereof the Property is acquired by Lender, all right, title and interest

	THIS INSTRUMENT WAS PREPARED BY AND MAIL TO: Edward D. Palasz, Vice President Avondale Federal Savings Bank Ayondale Federal Savings Bank Ayondale Federal Savings Bank Ayondale Federal Savings Bank
Sydna AIBION Shaf	Wy Commission expires:  11041 1014.1 10
98 er Kahuasa 10 veb	Given under my hand and official seal 2h s
t voluntary act, for the uses and purposes therein set forth.	the said instruments as the and
beined and delivered	me this day in person, and acl nowledged that
subscribed to the foregoing instrument, appeared before	to be the same person(:) whose name(s) are
neky, his wife personally known to me	that Edward Druzinsky and Dorothy Druzi
ary Public in and for said county and state, do hereby certify	I. the undersigned a Note
	COUNTY OF COOK
	( SIONILLINOIS SSI
Borrower	
Borrower	
Dorothy Druzinsky	
Lauff, Les meters	
Edward Druzinsky Bonower	
7 7 6 6 7 8	

IN WITNESS WHEREOF. Borrower has executed this Mortgage.

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20 North Clark Street Chicago, Illinois 60602 **UNOFFICIAL COPY** 

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.

- 5. 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 bylaws 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.
- 6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or any mortgage or trust deed affecting the Property, 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 attorneys' fees and entry upon the Property to make repoirts.

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall become additional indebtedness of Bc rrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be considered as so much additional principal due under the Note payable upon notice from Lender to Borrower versuosting 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 low. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

- 7. Inspection. Lender may mrike or cause to be made reasonable entries upon and inspections of the Property, providing that Lender shall give Borrowai notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Pronerty, 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 the Borrower. In the river, tof 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 such proportion of the proceeds as is equal to that proportion which the amount of 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 condemnor offers to make an award or settle a 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, an uender'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.

- 9. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lenvier's hall 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's successors in interest.
- 10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any (10) to 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.
- 11. 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.
- 12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 13. 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 addressed to Borrower by regular first class mail 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 when given in the manner designated herein.
- 14. Governing Law; Severability. This Mortgage shall be governed by the law of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreement.

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subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the loan hereby quent transfer of the beneficial interest or change in occupancy, Lender may, at Lender's option, and without notice to Borrower, declare all the sums secured by this Mortgage to be immediately due and payable. Lender is hereby with reasonable means acceptable to the Lender by which the Lender will be assured of timely notice of any subseoccupant of the Property, unless as a condition precedent to such transfer, the Borrower refuses to provide the Lender an owner of the Property, or (f) a transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and separation agreement, or from an incidental property settlement agreement by which the Borrower's spouse becomes or child(ren) becomes an owner of the Property, or (3) a transfer resulting from a decree of dissolution of marriage, legal Property, which is (1) a transfer to a relative resulting from Borrower's death, (2) a transfer where the Borrower's spouse containing an option to purchase, (e) a transfer, in which the transferee is a person who occupies or will occupy the upon the death of a joint tenant or tenant by the entirety. (d) the grant of any leasehold interest of three years or less not of a purchase money security interest for household appliances. (c) a transfer by devise, descent or by operation of law subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the Property. (b) the creation transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance 15. Transfer of the Property, Assumption. If all or any part of the Property or an interest therein is sold or

sions of the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreement. sions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the proviprovision or clause of this Mortgage of the Mote conflicts with applicable law, such conflict shall not affect other provi-14. Governing Law: Severability. This Mortgage shall be governed by the law of Illinois. In the event that any

actual expenses included by reason of said default, including, but not limited to, reasonable attorneys' fees, and costs foreclose this Monsage by judicial proceeding. Lender shall be entitled to collect after default, all estimated and its option, and without notice to Borrower, declare due and payable all sums secured by this Mortgage and may rower in this hier page, including the covenants to pay when due any sums secured by this Mongage. Lender may at 16. Acceleration; Remedies. Upon Borrower's default in the performance of any covenant or agreement of Bor-

paragraph 16 hereof or abandonn ent of the Property, have the right to collect and retain such rents as they become Borrower hereby assigns to Lender the rents of the Property; provided, that Borrower shall, prior to acceleration under 17. Assignment of Repts; Appointment of Receiver, Lender in Possession. As additional security hereunder. of documentary evidence, abstracts, and title reports.

receiver, shall be entitled to enter upon take possession of and manage the Property and to collect the rents of the piration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed Upon acceleration under part of John 16 hereof or abandonment of the Property, and at any time prior to the exdue and payable.

receiver's bonds and reasonable attorneys' fets and then to the sums secured by this Mortgage. Lender and the received stall be liable to account only for those real actually received. costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the

accordance herewith to protect the security of this Mortgage, exceed the Maximum Amount. At no time shall the principal amount of the indebtedness secured by finic Mortgage, not including sums advanced in or the Borrower shall no longer own the Property, or the Borrower is 11.14, bed in bankruptcy or insolvency proceedings. the reasonable opinion of any Holder of the Note) adversely affects the priority or validity of the Note or this Mortgage. gage, or there shall then exist a federal, state, or local statute, letter or ordinance, or a decision by any tribunal which (in balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note or More. extended pursuant to paragraph 22, unless the amount reducated when added to the then outstanding principal cipal as requested from time to time for a period no longs. Are maturity date stated on the reverse side, or unless 18. Future Advances. The Holder of the Note Secured by this Mongage is obligated to make advances of prin-

charge to Borrower and also pay all costs of recordation, if any, 19. Release. Upon payment of all sums secured by this Mortgage, Le idet shall release this Mortgage without

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

21. Redemption Waiver. Except where this Mortgage covers any land which, 211h a time of execution thereof, is

any land which, at the time of execution thereof, is used or intended to be used for agriculture, nurposes, the Borrower to finance the construction of dwelling for use by not more than six families and except where this Mortgage covers improved with a dwelling for use by not more than six families or is given to secure a losh to be used, in whole or in part.

22. Right to Extend. The Maturity Date, from time to time, may be extended for such fime and upon such condifull extent permitted by the provisions of applicable law. the Borrower, the Borrower's estate and all persons beneficially interested therein, and each and every person to the hereby waives any and all rights of redemption from sale under any order of foreclosure of this A ortgage, on behalf of

tions of this Mortgage which shall remain in full force and effect throughout any of said extension periods. tension of the Maturity Date, if any, shall not, unless otherwise agreed to, affect any of the terms, covenants and condibe extended beyond a date more than twenty (20) years from the date of this Mongage. NOTHING CONTRINED HEREIN SHALL IN ANY WAY OBLIGATE LENDER TO GRANT ANY EXTENSIONS OF THE MATURITY DATE. The extions as may be mutually agreed upon by Lender and Borrower, provided, however, in no event shall the Maturity Date

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THE WESTERLY 20 FEET OF THE EASTERLY 30 F2FT OF LOT 24 IN GOUDY AND GOODWILLIE'S SUBDIVISION OF LOTS 2, 3 AND 6 IN ASSESSOR'S DIVISION OF BLOCK 4 IN OUT LOT B IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THARD PRINCIPAL MERIDIAN, IN 10/45 Office COOK COUNTY, ILLINOIS.

NO. 14-28-321-010 VOL. 486.