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April 15, 1934

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See attached

1989 APR 6 4111 06

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Perm Tax ID#05-19-314-066-1013

which has the address of

1705A Northfield Square

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60093

("Property Address"):

Together with all the improvements now or hereafter erected on the property, and all easements, rights, apportenances, 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, rill 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, logether 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 selzed of the estate hereby conveyed and has the right to mongage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, desembnts or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lander's interest in the Property.

- 1. Payment of Principal and interest. Borrower shall promptly pay when due the principal of and interest on the Indebtedness seldenced by the Note, and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.
- 2. Taxes: Insurance; Charges; Liens. Corrower shall pay all taxes, hazard insurance, assessments and other charges, fines and impositions attributable to the Property 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 forteiture of the Property or any part thorsol.
- 3. 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 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 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 layer of and in form acceptable to Lender. Lender shall have the right to hold copies of 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 fells 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.

339 c.c.

1. BK of Northbold > 160 Control Northbold IL 6003

## **UNOFFICIAL COPY**

THE STATE (HEREINAFTER REFERRED TO AS PARCEL): THAT PART OF LITTLE SCRUTH PART OF THE SCUTH WEST 1/4 OF SECTION 19, THE SCUTH PART OF THE SCUTH WEST 1/4 OF SECTION 19, THE WORLD OF LOTS 3 AND 5 IN SIEBEL'S RESUBDIVISION OF PART OF LITTLE SAID -429°S SUBDIVISION, AND LOT 10 IN SCHMIDT'S SUBDIVISION OF SCREENING OF SAID HAPP'S SUBDIVISION, OF CARIBED AS FOLLOWS: REGINNING LITTLE STORM AFTER SAID HAPP'S SUBDIVISION, DECENTED AS FOLLOWS: REGINNING LITTLE SAID HAPP'S SUBDIVISION, DECENTED AS FOLLOWS: REGINNING LITTLE SAID HAPP'S ALD LOT 1 IN THE PLAT OF HAPP ROAD) THE SAID LOT 1, THENCE EAST ALONG SAID LINE PARALLEL WITH GRID LINE PARALLEL WITH GRID LINE WITH THE SOUTH SEET AND PARALLEL WITH THE SOUTH SEET A POINT ON A LINE 69.50 FEET WORTH OF AND PARALLEL WITH THE SOUTH SEET SAID LOT 1, THENCE EAST ALONG SAID LINE PARALLEL WITH AND 69.50

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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 month 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, 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 sa or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 4. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterior
- 5. 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 arrangement or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower may make such appearances, disburse such sum and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of sums and take such action as is necessary to protect Lender's interest, including, but not ilmited to, disbursement of reasonable attorney's lees and entry upon the Property to make repairs. If Lender required modgage insurance as a condition of making the loan secured by this Modgage, Borrower shall pay the premiums required to maintain such insurance in effec until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall

Any amounts disbursed by Lander pursuant to this paragraph 5 with interest thereon, shall become additional indebtedness of Borrower secured by this Mongage. Unless Borrower and Lender agree to other terms of payments, such amounts shall be payable upon notice 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 permissible under applicable law. Nothing contained in this paragraph 5 shall require lender to incur any expense or take any action hereunder.

- 6. Inspection. Lende 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 suct. Inspection specifying reasonable cause therefor related to Lender's Interest in the Property.
- 7. 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 P opens, 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 that 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 II, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages. Borrower falls 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 or to the sum: 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 installment.

- 8. 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, it any manner, the flability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commonce proceedings against such successor or refuse to extand time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrowr, and Borrower's successors in Interest.
- 9. Forbearance by Lender Not a Walver, Any forbearance by Lender in expressing 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 indibitedness secured by this Mortgage.
- 10. Remedies Cumulative, All remedies provided in this Mortgage are distinct and computative to any other right or remedy under this Mortgage or alforded by law or equity and may be exercised concurrently, independently or successively.
- 11. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenant and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lendar and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgago n.e for convenience only and are not to be used to interpret
- 12. Notice. Except for any notice required under applicable law to be given in another manner (a) any notice to Berrower 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 a her address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mall, 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
- 13. Governing Law; Severability. This Mortgage shall be governed by the law of the jurisdiction in which the Property is 'uc', ed. 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 Note are declared to be severable
- 14. Barrower's Copy. Barrower shall be furnished a conformed copy of the note and of this Mortgage at the time of execution of after recordation hereof. 15. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) without Lender's prior written consont, Lender may, at its option, require immediate payment in full of all sums secured
- by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Sorrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on Borrower.
- 16. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the data specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after accoleration and the right to assert in the foreclesure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified In the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lander shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attornoys' toos and costs of little evidence.
- 17. Lender in Possession. Upon acceleration under paragraph 16 or abandonment of the Property and at any lime prior to the expiration of any period of redemption following judicini sale, Landar (in person, by agant or by judicinity appointed receiver) shall be antilled to enter upon, take possession of and manage the Property and to collect the rents of the Property Including those past due. Any rents collected by Lunder 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 loss, premiums on receiver's bonds and reasonable at-

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1000 PT My commission expires: ... Given under my hand and Motarial seal, this that signed, sealed and delivered the said instrument as the release and walver of the right of homestead. personally known to me to be the same person whose name is subscribed to me to againg instrument, appeared before me this day in person, and acknowledged I, the undersigned, a Notary Public in and for the said County and Statz Liorassid, do hereby certify that STATE OF ILLINOIS ) SS ( COUNTY OF ) WY COMMISSION EXFLURES 1/12/93 My commission expires: – NOTARY PUBLIC, LIATE OF ILLINOIS " OFFIGAL SEAL "
THERESA ZABINSKI Given under my hand and Note iel seel, this Lat day of 6861 LingA That the release and waiver of the right of homestead. t, the undersigned, a Notary Public in and for the said County and State aloresaid, do hereby certify that Virginia M. Holdredge person, and scknowledged personally known to me to be the same person, and scknowledged STATE OF ILLINOIS ) SS (
COUNTY OF COOK) Marvin E. Holdredge and

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverants contained in this Security instrument and in any rider(s) executed by Borrower

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower

Property. Waiver of Homestead, Borrower waives all right of homestead examption in the Property.

and recorded with It.

shall pay any recordation costs.

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