UNOFFICIAL COPY, 4

MORTGAGE

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As Joint Termania. As Joi	THIS MORTGAGE is made this 29th day of	June 1989, between the
herein "Borrover"), and the Mortgages, Old Stone Credit Corporation of Hillinois, a corporation organized and existing under the laws of Hillinois whose address is 2416 SOUTH HARLEM AVENUE SUITE 306 PALOS HEIGHTS, ILLINOIS 60463-1445 herein "Lender"). Whereas, Borrover is indested to Lender in the principal sum of U.S. \$ 1330,00 hilch indestedness is evidenced by Borrover's note dated June 29, 1289 and extensions and enswers thereof (herein "Moterin", providing for monthly installments of principal and interest, with the alence of indestedness, it not soone paid, due and payable on 701y S, 2004 To Secure to Lender the repayment of the indestedness evidenced by the Note, with Interest thereon; he payment of all other sums, with interest thereon, advanced in accordance herevish to protect the scurity of this Mortgage, and the performance of the commants and agreements of Borrower herein contained, Borrover foes hereby mortgage, grant and convey to Lender, the foliowing described property costed in the County of COOK State of Illinois: LOT 21 IN HAWTHORNE MANOR SUBDIVISON NUMBER 2 SUBDIVISION OF THE NORTHEAST 1/4 THEREOF) OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY HALLINOIS LOT SECTION 33, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY HALLINOIS TAX NO. 16-33-308-010 DEPT-01 RECORDING COOK COUNTY HALLINOIS 1210 Code: 1210 Code: 1210 Code: 1210 Code: 1210 Code: 1211 Code: 1211 Code: 1212 Code: 1213 Code: 1214 Code county the Property Address**; 1224 Code county the Property Address**; 1237 Code county the Property Address**; 1239 Code county the Property Address**; 1239 Code county the Property code of the estate hereby conveyed aid, less the right mortgage, grant and convey the Property.		S WIFE
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perty against all claims and demands, subject to encumbrances of record.		

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays funce to Lender, 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,

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rents, lender may not charge for so holding and applying the funds, analyzing said account or verifying and dompiling said assessments and bills, unless tender pays Borrower Interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that Interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

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 17 hereof the Property is sold or the Property is otherwise acquired by lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquire. Ich by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Unless application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Acte and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Jender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgras and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hezard Insurance. Sorrover 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.

The Insurance carrier providing the Universale shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Londer shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrover, or if Borrover fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrover 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 repair of the Property or to the sum secured by this Mortgage.

6. Preservation and Meintenance of Property; Leaser (4); Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shell 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-lass and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower falls to perform the creensts and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys! fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the ioan 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 written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, 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 upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

*** S. **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 demages, 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Walver. 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 itability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings

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against such successor or rafuse 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. 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.

- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall linure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be Joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lander under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's Interest in the Property.
- 12. 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 delivering it or by mailing such notice by centified mail addressed to Borrower at the Property Address or at such other address as Borrower by disignate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail 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.
- 33. Governing and Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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 this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys" feet include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower the: 1 be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after records for hereof.
- 15. Rehabilitation Loan Agreement. Burlower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, in other ioan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Porrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in cornection with improvements made to the Property.
- 16. Transfer of the Property or a Seneficial interest in Borrower. If all or any part of the Property or an interest therein is sold or transfer or by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a new af person or persons but is a corporation, partnership, trust or other legal entity) without Lende if prior written consent, excluding (a) the creation of a filen or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances (c) a transfer by devise, descent or any person of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three year) or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrow p notice of acceleration in accordance with paragraph 12 hereot. 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 falls 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 17 hereof.

Lender may consent to a sale or transfer (f: (i) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security instrument is acceptable; (3) interest will be payable on the sums secured by this Security instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

| Main this Security Instrument unless Lender | Main this Security Instrument

NON-UNIFORM COVENANTS. Borrower and Lender durther covenant and agree as tellows:

17. Acceleration; Remedies. Except as provided in paragraph to thereet, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 acceleration of the sums secured by this Mortgage forectosure by judicial proceeding, and safe of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of

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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 all of the sums secured by this Mortgage to be Immediately due and payable without further demand and may foreclose this Nortgage by judicial ". proceeding. " Lender shalf be entitled to collect in such proceeding all expenses of foreclosure, unic laciating, but not limited to, reasonable afformays! fees and costs of documentary evidence, abstracts . and title reports.

and the sums secured by the Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shalf have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the entry of a judgment enforcing this - Mortgage 11: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all preaches 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 tenderts : remedies as provided in paragraph 17 hereof, including, but not limited to, ressonable attorneys! fees; reland (d) Borrower takes such action as Lender may reasonably require to assure that the filen 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 accured hereby shall remain in full force and effect as if no acceleration had occurred.

inhereby assignt to Lender the rests of the Property, provided that Borrower shall, prior to acceleration Tounder paragraph 1) hereof or abandonment of the Property, have the right to collect and retain such rents and they become our and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled was wisto have a receiver and inted by a court to enter upon, take possession of and manage the Property and to public collect the rents of the Apperty including those past due. All rents collected by the receiver shall be applied first to payment that costs of management of the Property and collection of rents, including, but not limited to, receiverto fees, premiums on receiverts bonds and reasonable attorneys! fees, and ... then to the sums secured by this mortgage. The receiver shall be liable to account only for those rents

ectually received.

*** 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrowe. Small pay all costs of recordation, if any.

reserved 21. Malver of Homesteed. Borrower bereby walves all rights of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOS RE UNDER SUPERIOR MORTGAGES OR O'EDS OF TRUST

The Borrower and Lander request the holder of any mortgraph, deed of trust or other encumbrance with a Tilen which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior angusbrance and of any sale or other foreclosure action. "" . Constantisting eagle of the outside in the Delet-

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EVA GROSS

BOTTOWER

Company of a comment : State of Illinois; COOK County ss: : In JAMES P. MARTIN, a Notary Public in and for said county and state, do hereby tertifiy that CLARENCE O. GROSS AND EVA GROSS, HIS WIFE, AS JOINT TENANTS personally known to me to be the same person(s) whose name(s) 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 voluntary act, for the uses and purposes therein set forth.

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hand and official seal, this 29th day of June, 1989.

Notary Fublis JAMES P. MARTIN

(Space Below This Line Reserved For Lender and Recorder)

A STATE OF STATE OF STATE OF

Please return to: Old Stone Credit Corporation of IL

12416 SOUTH HARLEM AVENUE SUITE 306

FALOS HEIGHTS, ILLINOIS

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