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MAIL
THIS INSTRUMENT WAS PREPARED BY
Libertyville Federal Savings and Loan Association
354 NORTH MILWAUKEE AVENUE
LIBERTYVILLE, ILLINOIS 60048

89372405

[Space Above This Line For Recording Data]

Loan # 0110096312

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 1, 1989. The mortgagor is WALTER TURN AND ROSE M. TURN, HIS WIFE ("Borrower"). This Security Instrument is given to LIBERTYVILLE FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of the United States of America, and whose address is 354 North Milwaukee Avenue, Libertyville, Illinois 60048 ("Lender"). Borrower owes Lender the principal sum of Fifty Thousand and No 00/100 Dollars (U.S. \$50,000.00). 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 September 1, 2019. 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:

LOT 24 AND THE SOUTH 7 1/2 FEET OF LOT 23 IN BLOCK 10 IN WALTER G. MCINTOSH'S SECOND ADDITION TO NORWOOD HEIGHTS, BEING A SUBDIVISION OF LOT 6 IN SUPERIOR COURT PARTITION OF PART OF THE NORTH 1/2 OF SECTION 7, ALSO THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 1925 AS DOCUMENT NUMBER 9050441 IN COOK COUNTY, ILLINOIS.

PIN #: 13-07-306-065

COMMONLY KNOWN AS: 5101 NORTH NORDICA AVENUE
CHICAGO, ILLINOIS 60656

DEPT-01
1P1441 TRIN 1483 08/11/89 13:59:00
10469 II D > 139-89372405
COOK COUNTY RECORDER

89372405

which has the address of 5101 NORTH NORDICA AVENUE,
(Street)
Illinois 60656 ("Property Address");
(Zip Code)

CHICAGO
(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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ed by

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NOTARY PUBLIC

ILLINOIS STATE PUBLIC COMMISSIONER
OF ELECTIONS JAN 6, 1992

Witnessed my hand and attested seal this
19. day of April 1904.

(प्र० ए० व०५०८०)

~~executed valid instrument for the purposes and uses herein set forth.~~

(his, her, their)

I, John Doe, a Notary Public in and for said county and state, do hereby certify that
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
have executed same, and acknowledged said instrument to be free and voluntary act and deed and that

STATE OF Louisiana COUNTY OF Cook

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY CREDIT AGREEMENTS EXECUTED BY BORROWER AND RECORDED WITH IT.

- 2-4 Family Rider
 Adjustable Rate Rider
 Condominium Rider
 Planned Unit Development Rider
 Graduate Rider
 Other(s) [Specify] _____

but not limited to, reasonable attorney's fees and costs of title evidence.

30. Lender in Possession. Upon acceleration of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, 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. Any rents collected by Lender 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 Security Instrument.

31. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

19. **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 paragraphs 13 and 17 above) applicable law provides otherwise). The notice shall specify: (a) the date required to cure the default; (b) the action specified by the notice from 30 days to given to Borrower, by which the default must be cured; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the notice may be accelerated; (d) the failure to cure the default on or before the date specified in the notice; and (e) the date of the sums secured by this Security Instrument, forfeiture by judicial proceeding and sale of the Property. The notice further specifies the date of acceleration and the right to accelerate prior to the date of the notice if the default is not cured within 30 days of the date of the notice.

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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. 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, or if not paid in that manner, Borrower shall pay them on time directly to the person owed 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 improvement, 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 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 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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If Lender receives notice of acceleration, The notice shall provide a period of less than 30 days from the date of this instrument to 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 or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one controllable copy of the Note and of this Security Instrument.
17. Transfer of the Property or 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 and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercisable by Lender if exercise is prohibited by law.

which can be given effect without the complicating provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

Note conflicts with the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note if located. In the event that any provision of this Note is held invalid, the remainder of the Note

15. **Complaints Law; Securability.** This Securability instrument shall be governed by the laws of the state in which it was executed or delivered to the parties hereto, and the validity, construction, and effect of this instrument shall be determined in accordance with the law of such state.

13. **Legislative Action** Under **Rights**. If enactment of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unnecessary, Lender shall be entitled to take such steps as may invoke any remedies provided by law.

12. **Loan Charges.** If the loan secured by your security instrument is subject to a law which sets maximum loan charges, and that law is usually interpreted so that the interest 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 limits; and (b) any sums already collected from Borrower which exceed the Note will be refundable to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower. It is recommended that the reduction be treated as a partial prepayment without any prepayment charge under the Note.

shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or its successors in interest. Any Lender in exercising any right of remedy

Unlike a 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 such payments. Postponement of the due date of the monthly payments referred to in paragraphs 1 and 2 or any other written agreement between a Lender and Borrower shall not release the Lender from the liability of the Borrower under this Security Instrument for payment of otherwise non-delinquency amounts secured by the sums set forth in the instrument of trust or any other instrument of the same kind.

If the property is sold or let after notice by Borrower, or if, after notice to Lender to recover the condominium other than to make up for damage, Borrower fails to collect within 30 days after notice to Lender to restore it to the same condition as when abandoned, Lender is authorized to sell the property at public auction and apply the proceeds, either to repair or restore it to the same security instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums received by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the sums received by this Security Instrument, whether or not then due, with any excess paid to the seller of the Property.