If Lender required thor gage itsurface as a condition. Amaking the ban secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns Lound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and henefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or raise any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 12. Loan Charges. If the loan secured by this S curity Instrument is subject to a law which sets maximum loan charges, and that law is finally 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 limit; and (b, ary sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge ander the Note.
- 13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal lay and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts 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.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

    17. 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 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 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 Borrower 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 or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same secured by this Security Instrument shall containe unchanged. Upon reinstancement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no headlestical had bounded. This light to painting shall not apply in the case of acceleration under paragraphs.

in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or regulations), then agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights 7. Protection of Leader's Mighia in the Property; Morigage Lasurance. If Borrower fails to perform the covenants and is Lender agrees to the merger in writing. shell comply with the provisions of the lease, and it Borrower acquires fee title to the Property, the leasehold and fee title the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasthold, Borrower 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change

guissuppi reworted of 19

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments.

Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

in court, paying reasonable autorneys! fees and entering on the Property to make repairs. Although Lender may take action Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property.

the date of disbursement at the Note a

under inis paragraph 7, Lender does not have to do so.

Unites Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or notice is given. erry or to pay sums secured by this Security instrument, whether or not then due. The 30-day period 'A' I sgin when the to settle a ciaim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Prop-

rower abandons the Property, or does not answer within 30 days a notice from Lender that the insur inc. carrier has offered applied to the sums secured by this Security Instrument, whether or not then due, with any excess or a Borrower. If Borrestoration or repair is not economically feasible or Lender's security would be lessened, the ...... ance proceeds shall be of the Property demaged, if the restoration or repair is economically feasible and Lender : security is not lessened. If the Unices Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

Lender: Lender may make proof of loss if not made promptly by Borrower. of peld premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and shall have the right to hold the policies and renewals. If Lender requires, Borrows, and promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shart include a standard mortgage clause. Lender providing the insurance shall be chosen by Borrower subject to Lender's approved which shall not be unreasonably withheld.

insurance. This insurance shall be maintained in the amounts and for the porteds that Lender requires. The insurance carrier

the lien. Borrower shall satisfy the tien or take one or more of the ac". "s set forth above within 10 days of the giving of notice. is subject to a llen which may attain priority over this Security instrument, Lender may give Borrower a notice identifying satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property the lien by, or defends against enforcement of the flen in (red) proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Proceedings which in the holder of the lien an agreement in writing to the payment of the obligation secured b. The lien in a manner acceptable to Lender; (b) contests in good faith BOLLOMEL SPRIS DECUMDITA GISCHBIEE & MA HEEL & DI TO BE BOLLOMEL SPECIFICA DESCRIPTA DECUMENT MUSES BOLLOMEL: (8) HELGES

under this paragraph. If Borrower makes these payr cate directly, Borrower shall promptly furnish to Lender receipts evidencing time directly to the person owed payment. Parrower shall promptly furnish to Lender all notices of amounts to be paid pay these obligations in the manner per duce, in paragraph 2, or if not paid in that manner, Borrower shall pay them on ty which may ettein priority over this S. arity Instrument, and leasehold payments or ground rents, if any. Borrower shall

4. Charges; Lie Bortower at at axes, assessments, charges, fines and impositions attributable to the Properto amounts payable under parage. In 2; fourth, to interest due; and last, to principal due.

1 and 2 shall be applied: first . 5 is a charges due under the Note; second, to prepayment charges due under the Note; third, 3. Application of Paymen a Unices applicable law provides otherwise, all payments received by Lender under paragraphis

immediately prior ic or sace of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit agains the sums secured by this Security Instrument. Funds held by Lead . I under paragraph 19 the Property is sold or acquired by Leader, Lender shall apply, no later than

Upon paymen in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any necessary to make up the deficiency in one or more payments as required by Lender. of the Funds, Ad 1 by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount

Borrower's option, either prompily repaid to Borrower or oredited to Borrower on monthly payments of Funds. If the amount due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the

. Mathylian I which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security rower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Boragree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest

pays Borrower interest on the Punds and applicable law permits Lender to make such a charge. Borrower and Lender may many not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or emeti worses of future estrow items

premiums, It any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data payments or ground tents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-3. Pande for Taxes and lasurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay to cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

A. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when the prin-

UNIFORM COVENANTS. Burnows and tender coronant and agreed as follows: ...

## UNOFFICIAL CORY

90426792

90426792

-(Space Above This Line For Recording Data)-

LOAN NO.: 0000-9466-5 MORTGAGE 23405915

BOX 404

THIS MORTGAGE ("Security Instrument") is given on AUGUST 8 19 90 The mortgagor is JOSEPH R. LANGAN, AND, THERESE M. LANGAN, HIS WIFE

("Borrower"). This Security Instrument is given to SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

which is organized and existing under the laws of United States of America 3525 WEST 63RD STIELT, CHICAGO IL 60629

, and whose address is

("Lender").

Borrower owes Lender the principal sum of SIXTY THOUSAND AND NO/100

Dollar: (U.S.\$ 60,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrume it ('Note'), which provides for monthly payments, with the full debt, if not This Security Instrument paid earlier, due and payable on SEPTEMBER 1, 2020 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 cov, ants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grap and convey to Lender the following described property County, Illinois: COUK located in

LOT 25 IN THE RESUBDIVISION OF BLOCK 47 IN THE RESUBDIVISION OF FREDERICK H. BARTLETT'S FOURTH ADDITION TO 3 PRETT HIGH-LANDS, BEING A SUBDIVISION OF THE EAST HALF OF THE FORTH EAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS

TRAN 5167 08/31/90 15:13

MAIL TO

P.I.N.: 19-18-230-009-0000

which has the address of

5829 SO, NATCHEZ

(Street)

CHICAGO (City)

Illinois

60638

[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 fawfully seised 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 according real property

FTWOS - FINE FIRM - MANY FIRMS LIGHTON METHORISM

Form 3Q14.12/83

PETCIAL CANTHIV BEITKE CONTROL CON VESOCIVION

BELLET PROPERTY FISHER AND FOWN VESOCIVION

BELLET PROPERTY FEORES OF THE PARTY FISHER CONTROL CONTROL

THES INSTRUMENT HAS PREFAMED BY:

100 EXP. OCT 25,1991 FIGURE OF ILLINOIS DECREE J. JASKINGKI

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CP 61. 76020A 10 Vab. 2	City an another may hence and orfiteded seed, this
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free and voluntary act, for the uses and purposes therein	IBH1 se tramutien bles edi berevileb bin bende
	subscribad, to the foregoing instrument, appeared be
was to use to pe the same person(s) whose name(s)	
ND. THERESE M. LANGAN, HIS WIFE	
, a Notary Public in and I'm; ad county and state,	12.6mis x
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(Bas) Condan	Chirtaght & Chillian
	broser bits is worned you beliasers (glassia yas m. 1988)
press to the terms and covenants contained in this Security Instrument	
	(Alberto Medico )
ned Unit Development Rider	
Jonnichum Rider - 1-4 Family Rider	Second - And Andrew Come
nertunions as if the rider(s) were a part of this Security Instrument.	((as as a suppossible steel ))
note riders are executed by Borrower and recorded together with this men such rider shall be incorporated into and shall amend and supplementations.	10 Street and Street Street and an V a retail vehicle
right of homestead exemption in the Property.	ed links theoring, theoring of specific incides the link to the li
by this Security Instrument, Lender shall release this Security Instru-	boyerne same lie to kneary sq and seemed 15

to colour as dependent learners and may topotoec mes becutty that thement by justical processing, transcribed in parameter without learners and may topotoec mes becaute this paragraph 19, including, but not limited to, reasonable adversary feet and come verdence.

30. Londor in the context of the remedies provided in the paragraph 19 or abandonment of the Property and at any time prior to the empirical of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) and in the property and at any judicially appointed to any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed to any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed to any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed to any including those parameter dues, Any remission of and manage in the Property and to collect the rents of including those parameter dues, Any remission of refers, including, but not limited to, receiver test, premiums of the Property and collection of the sums secured by this Security Instrument.

In the property includes the sale and security instrument, Lender shall release this Security Instrument. MON-DUEDENT COVERANTS. Business and 1 ender further coverant and agree as follows:

19. Acceleration; Remedies, Lender shall give needes to fourteewr prior to acceleration ander to the breast of several in the Security Indicated to the length of acceleration ander paragraphs 13 and 17 unless the green in the security Indicated to the length of the security in the default; (b) the action required to cure the default; (c) the fact in the default must be cure the default; (c) the fact in the default must be cured; and (d) and the late specified in the soulce may result in acceleration to the sums accured be accelerated in the default of the source of the NON-DUIEURAL COVERNATS. Barrowry and I ender further covenant and agree as follows: