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COOK COUNTY, ILLINOIS
FILED FOR RECORD

PUR 333

Prepared by: Carla Zivoli
Plaza Bank
740 W. Irving Park Road
Norridge, IL 60634

1990 SEP -5 PM 12:08

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_____ [Space Above This Line For Recording Data] _____

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 28, 1990. The mortgagor is Mary P. Fitzgerald, Divorced and not since remarried. The Borrower is Plaza Bank, Norridge, Illinois, which is organized and existing under the laws of Illinois, and whose address is 7460 W. Irving Park Road, Norridge, Illinois 60634. ("Lender"). Borrower owes Lender the principal sum of Seventy-Two Thousand and 00/100 XXXXXXXXXXXXXXX Dollars (U.S. \$ 72,000.00). 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, 2020. 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, Illinois:

Lots 214 and 215 in Schleiter's addition to Norwood Park in the North East 1/4 of Section 1, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 12-01-208-050-0000

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which has the address of 6256 W. Olcott, Chicago, Illinois 60631. ("Property Address");
[Street] [City]
[Zip Code]

15.00

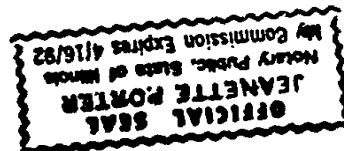
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also 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 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 covering real property.

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(Space below this line reserved for Lander and Recorder)



My Commission expires:

I, The undersigned, a Notary Public in and for said County and State,
do hereby certify that, Marty P. Fitzgerald, Divorced, not, sing, remarried,
as personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the said instrument as heret free and voluntary act, for the uses and purposes herein

STATE OF ILLINOIS, County ss:

BY SIGNING BELOW, BORROWER, AGREES TO THE TERMS AND AGREEMENTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- 2-4 Family Rider
 - Adjustable Rate Rider
 - Graduated Pyramid Rider
 - Other(s) (specify)

23. **Waiver of Homeless Protection**: Borrower waives all right of nonrescission except as set forth below.

24. **Waiver of Homeless Protection**: If one or more riders are executed by Borrower and recorded together with this instrument, the cover-ups and agreements of each such rider shall be incorporated into and shall amend and supplement the cover-ups and agreements of this Security Instrument as if they riders(s) were a part of this Security Instrument. Check applicable boxes(s).

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment 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 attorney) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property received during those periods including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including reasonable attorney's fees, premiums on receivables, bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. 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 recordation costs.

19. Acceleration of Remedies; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's failure to cure the deficiency within 30 days from the date the notice is given to Borrower, by whom the deficiency must be cured; and (d) that failure to cure the deficiency before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclose by judicial proceeding. The notice shall further inform Borrower of the right to accelerate after 30 days from the date specified in the notice if the deficiency is not cured within 30 days from the date the notice is given to Borrower to accelerate; (a) the deficiency must be cured; and (b) the action required to cure the deficiency must be taken under paragraph 13 and 17 unless (c) the notice shall specify: (a) the deficiency must be cured; and (d) that failure to cure the deficiency within 30 days from the date the notice is given to Borrower prior to acceleration, in either of any covenerant or otherwise, in this Security Instrument, the notice shall specify (b) the acceleration follows the date the deficiency is not cured; and (c) the acceleration follows the date the deficiency is not cured.

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If Lender required mortgage insurance as a condition of making the loan 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 or preclude the exercise of any right or remedy.

11. Successors and Assigns Pound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants 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 make 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 Security 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) any 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 under 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 law 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 sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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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.

7. **Freeholder Rights in the Merger**. If Borrower fails to perform the covenants and agreements contained in this Property, Lender may sue for specific performance or to recover damages and agreeable to Lender's rights in the Property. If Borrower fails to make payment when due, Lender may sue for payment of the amount due and interest thereon, and Lender may exercise all rights available to him under the terms of this Agreement.

Instrumental immediately prior to the acquisition. 6. Preservation and Maintenance of Property; Leases; Holdovers. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the lessor to determine or committ waste. If this Security Instrument is on a leasehold, damage or substantially leases; Borrower shall not destroy, damage or substantially change the Property; allow the lessor to determine 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 change the Property, allow the lessor to determine 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 change the Property, allow the lessor to determine 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 change the Property, allow the lessor to determine or commit waste.

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 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 interest.

When the notice is given, the party must be given a reasonable period of time to correct the deficiency.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair damage, if the restoration of repair is economic, feasible and necessary, or to restore the property to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds as to repair or restore Borrower's equipment, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower. If application to the sums secured by this security instrument would be lessened, the insurance proceeds shall be applied to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds as to repair or restore Borrower's equipment, 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 as to repair or restore

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause, as described in Item 1.

5. Hazard Insurance. Borrower shall keep the property as now existing or hereafter erected on the premises subject to Lender's approval which shall not be chosen by Borrower to be maintained in the amounts and for the periods that Lender requires. The insurance carrier shall be liable for fire, hazards included within the term "extreme 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 against loss by fire, hazards included within the term "extreme coverage," and any other hazards for which Lender requires insurance. The insurance carrier shall be liable for fire, hazards included within the term "extreme coverage," and any other hazards for which Lender requires insurance.

Borrower shall promptly discharge any debt which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the debt or (b) consents in good faith to the sale of the obligor's interest in the debt to Lender; (c) consents in good faith to the transfer of the debt to another person who has accepted it as a valid debt.

Note: 4. Charges, Expenses, Borrower shall pay all taxes, assessments, expenses, and lesseholders held payments or ground rents, if any property which may attain greater value than Security Instruments, and lesseshold payments of amounts principal due.

3. Application of payments otherwise received by Lender under paragraph 1 and 2 shall be apportioned: unless applicable law provides otherwise, all payments received by Lender under the Note; second, to prepayment charges due under the Note; third, to late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender if the Property or its acquisition by Lender, any Funds held by Lender at the time of sale of the same to the same person or persons as secured by this Security Instrument.

purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

The Funds shall be held in an institution the deposits of which are insured by a general state agency (including Lender if Lender is such an institution). Lender shall apply the escrow item for holding Lender's interest in the Funds to pay the escrow item under the instrument of trust.

1. Payment of Principal and Interest; Preparation and Late Charges.
the principal of and interest on the debt evidenced by the Note and any 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 insurance premiums, if any. These items are called "escrow items." Lender may estimate the funds due on each semi-annual date and escrowable estimates of future escrow items.