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DEBT OR SECURITY INSTRUMENT
RECORDED IN THE CLERK'S OFFICE OF COOK COUNTY, ILLINOIS
ON SEPTEMBER 28, 1990
FOR THE AMOUNT OF \$15,750.00
IN THE NAME OF MICHAEL T. MURRAY AND JACLYN J. MURRAY, HIS WIFE

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 28, 1990. The mortgagor is Michael T. Murray and Jaclyn J. Murray, his wife ("Borrower"). This Security Instrument is given to Standard Bank and Trust Company, which is organized and existing under the laws of Illinois, and whose address is 2400 West 95th Street, Evergreen Park, Illinois 60442 ("Lender").

Borrower owes Lender the sum of Fifteen thousand seven hundred fourty and 60/100ths Dollars (U.S. \$15,740.60). 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 October 5, 1995. 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 39 in Home Craft Subdivision of the North East 1/4 of the South West 1/4 of Section 22 and that part lying east of Calumet feeder of the West 1/2 of said South West 1/4 of Section 22, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 24-22-333-002

which has the address of 4431 W. 115th Pl. Alsip, Illinois 60658 ("Property Address");

[Street]
[Zip Code]

(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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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 of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; 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 loans 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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the date of disbursement. 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.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this instrument.

Lender may take action under this paragraph 7, Lender does not have to do so.

Lender's attorney fees and costs of preparing this paragraph 7 to make preparations. Although

disbursement, Lender's actions may include paying any sums received by a lien which has priority over this instrument.

in the Property, Lender may do and pay for whatever is necessary to protect the Property and Lender's rights in the instrument, which has priority over this instrument or to enforce laws or regulations, which has priority over this instrument or to enforce laws or to perform the

coventants and agreements contained in this Security Instrument, or there is a legal proceeding which affects Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enjoin Lender from doing something which has priority over this instrument or to do something which has priority over this instrument).

7. Protection of Lender's Rights in the Property: Mortgagor shall pay when due the principal and interest due under this paragraph 7, Lender agrees to the merger in writing.

Borrower shall comply with provisions of the lease and pay to Borrower acquires fee title to the Property, the lessee holds and changes the Property to allow the mortgagor or committor to any instrument of the property, damage or substantially

damages to the instrument of the property is acquired by Lender, Borrower's right to any instrument of the property, damage or substantially

instrument immmediately prior to the acquisition.

Lender shall not merge Lender agrees to the merger in writing.

Borrower shall comply with provisions of the lease and pay to Borrower acquires fee title to the Property, the lessee holds and changes the Property to allow the mortgagor or committor to any instrument of the property, damage or substantially

damages to the instrument of the property, damage or substantially

instrument immmediately prior to the acquisition.

Lender's notice is given.

from damage to the property is acquired by Lender to the extent of the sum received by this security

under paragraph 19 of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, if

possible the due date of the monthly payments otherwise agree in writing. Any application of proceeds to principal shall not exceed

of the instrument of the property, damage or substantially

Lender's Lender and Borrower otherwise agree in writing. Any application of proceeds to principal shall not exceed

when the notice is given.

the property to pay sums secured by this Security Instrument, whether or not there has been offered to settle a claim, when Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore

Borrower abandons the property, 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 there has been

applied to the instrument of the property, damage or substantially would be lessened, the insurance proceeds shall be

restoration of repair is not economically feasible from Lender, with any excess paid to Borrower.

of the property damaged, if the restoration of repair is lessened, security is not lessened. If the

Lender and Lender, Lender may make proof of loss if not made promptly by Borrower.

All instrument 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 promptly give to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

All instrument policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unless otherwise provided in the instrument the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

measured losses by fire, hazards included within the term "Automobile coverage" and any other hazards for which Lender

measured losses under this instrument.

5. Hazard Insurance. Borrower shall keep the instrument now existing or hereafter effected on the property

of the giving of notice.

the instrument providing the insurance shall be maintained in the event of loss, Borrower shall promptly give within 10 days

notice demand to Lender any insurance premium paid by Lender to take one or more of the actions set forth above within 10 days

of the instrument of the property to Lender or forfeiture of any part of the property over this security instrument, Lender may give Borrower a

agreement substantially of the instrument, legal proceedings from the holder of the instrument

prevent the enforcement of the instrument of the instrument, legal proceedings which in the Lender's opinion operate to

gain the instrument, or defend against any other claim of the instrument of the instrument, legal proceedings which in the Lender's

agrees in writing to the payment of the obligation incurred by the instrument of the instrument, legal proceedings which in the

Borrower shall promptly discharge any instrument of the instrument, legal proceedings which in the Lender's

receipts evidencing the payment.

to be paid under this paragraph 2; or death, to late charges due under the Note; second, to prepare all charges due under the

paraphraph 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepare all charges due under the

3. Application of funds. Lender shall receive by the Lender, to any funds available otherwise, all payments received by Lender under

application as credit, to the Lender, to any funds accrued by Lender to his security instrument.

lender immediately prior to the sale of the property or its acquisition by Lender, any funds held by Lender in later

any funds held by Lender, if under paragraph 19 the property is sold or required by Lender, Lender shall promptly refund to Borrower

upon payment of the funds held by Lender in full of all sums accrued by this security instrument to Lender, Lender shall promptly refund to Lender any

amount necessary to make up the deficiency in one of the instrument of the instrument, Lender shall pay to Lender any

amounts of the funds held by Lender is not sufficient to Borrower or credited to Borrower items when due, if the

due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

if the amount of the funds held by Lender together with the future monthly payments of funds payable prior to

this security instrument.

The funds held by Lender each due to the funds was made. The funds are pledged as additional security for the sums secured by

the instrument of the funds held by Lender without charge, an annual accounting of the funds showing credits to the funds and debits to the

debts to be paid to Borrower, Lender shall not be required to pay Borrower any interest on the funds and Lender

requires interest to be paid to Borrower, Lender shall not be required to pay Borrower any interest on the funds and Lender

Lender may agree in writing that interest shall be paid on the funds and agrees to make such a charge. Borrower and

Lender pays Borrower interest on the funds and applies the funds to the account of escrow items, unless

Lender may not charge for holding and applying the funds, analyzing the account of escrow items, unless

state agency (including Lender is such an institution) the debts and interests of escrow items.

The funds shall be held in an institution the debts and interests of escrow items.

basis of current and reasonable estimates of future escrow items.

2. Funds for Taxes and Insurance. These items are called "escrow items." Lender may carry forward insurance premiums and

one-twelfth of (a) yearly taxes and assessments which may attain priority over this security instrument; (b) yearly

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds"), equal to

funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

1. Payment of Premium and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due