CX IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made the		NOVEMBER	, 19 90	,
	_ (herein "Borrower"), and the			
	ORATION III LEWARE whose address	i. 1330 W	. , a corporation organized a 127TH ST CALUMET	ind:
ARK ILLINOIS 60643		(herein "Lender		-
The following paregraph precede	ed by a checked box is applicable	:		
NA WHEREAS, Borrower is ind	ebted to Lender in the principal:	sum of U.S. \$ NA	at dated NA	5
hich indebtedness is evidenced by land extensions and renevials thereof ite specified in the Note (he els, "co te if that rate is variable) and offer not sooner paid, due and payable	(herein "Note"), providing for montract rate") (including any adjusting payable at Lender's address	onthly installments itments to the amo	of principal and interest at to ount of payment or the contra	ict
WHEREAS, Borrower is indifference as may be advanced pursuan stensions and renewals thereof (here Note (herein "contract rate") inclariable, providing for a credit limit itial advance of \$ 42000.00	ein "Note", providing for paymer luding an / adjustments to the amo	Agreement dated _ nts of principal and ount of payment of	I interest at the rate specified	nd in is
TO SECURE to Lender the repaith interest thereon at the applicable ate if that rate is variable) and other erewith to protect the security of this ontained, Borrower does hereby moounty of	charges; the payment of all other s s Mortgage; and the performance of	istments to the amounts, with interest of the coverants an	ount of payment or the contra thereon, advanced in accordar d agreements of Borrower here	ict ice sin he
	4/)×		
OT 1367 IN F.H. BARTLE UMBER 2, A SUBDIVISION ANGE 14 EAST OF THE TH OUNTY ILLINOIS	N OF SECTION 15, TOWN HIRD PRINCIPAL MERID	NSHIP ST NO	RTHM	
DIN# 25-15-2	204-005			
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		TOO N LASALLA	11111 TRAN 0517 11/14/90	16:02i0 3237
	e e e e e e e e e e e e e e e e e e e	ক্ষাত্র (১ ৬ জুলার ১) চুচ ক্ষাত্র (১ ৬ জুলার ১) চুচ	e 1 Navidas (1914), preštej trovinski	
hich has the address of103	149 S RHODES		CHICAGO	- •
linois 60628 (Zip Code)	(Street) (herein "Property	Address") and is	(City) the Borrower's address.	1
TOGETHER with all the improve and rents, all of which shall be deem oregoing, together with said propert o as the "Property."	ements now or hereafter erected on the do be and remain a part of the y (or the leasehold estate if this N	property covered	by this Mortgage; and all of t	he 🎝 🚾

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to

FORM 12 IL (Nev. 6 86)

encumbrances of record.

UNOFFICIAL COPY

TWIH OWN OL NUNEWBER . 06.91, . free voluntary act, for the uses and purposes therein set forth. as insmiritani bias off benevileb bias bengis ... _- be__ appeared before me this day in cerans, and acknowledged that personally known to me to he the same person(s) whose name(s) ... subscribed to the foregoing instrument, JOSEPH A MILLER, DIVORCED AND NOT SINCE REMARRIED a Motary Public in and for said county and state, do hereby certify that MICHAEL J SZALA County ss: STATE OF ILLINOIS, COOK JASEPH A MILLER Borrower IN WITNESS WHEREOF, Borrower has executed this Mortgag ease. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge Borrower shall pay all costs of recordation, if any.

MY COMMISSION EXPINES 10/11/93 MICHAEL J. SZALA

SZYFY Seyf,

DOOR CO.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure 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 Lender 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 certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate 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.

13. Governing Law; 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 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 "atternage" fees" tricked all sums to the extent not prohibited by applicable law on limited beautiful. and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time

of execution or after recordation hereof.

15. Rehabilitation Local Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other form agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may laye against parties who supply labor, materials or services in connection with improvements

made to the Propert

16. Transfer of the Property. If Borrover sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of taw upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase morey security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrow er becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information equired by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accederate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails 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.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upor o prower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when do so rower 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, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to a sert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and for tosure. 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 Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (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 breaches 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 Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien 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 secured hereby shall remain in full force and effect as if no acceleration

had occurred.

 Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment

of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

pleaned unit development, and constituent documents.

7. Protection of Leader's Society. If Borrower fails to perform the covenants and agreements contribution of property, then Lender, at any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Leader's upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys's Leader's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys's

interest in the Property

secured by this Mortgage.

Preservation and Mai

or ground rents, if any.

A Prior Mortg laquoning out of made be

for the sums secured by this Mortgage.

t it not made promptly by Borrower.

6. Preservation and Maintenance of Property; Leansholds; Condominiums; Plannot (1s. Levelopments. Borrower shall not commit waste or permit impairment or determent of the Property and shall condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the condominium or covenants or a planned unit development, Borrower shall perform all of Borrower's obligations under the condominium or covenants creating or governing the condominium or planned unit development, the by-laws and regulation: of the condominium or creating the condominium or planned unit development, the by-laws and regulation: of the condominium or planned unit development, the by-laws and regulation.

If the Property is abandoned by Borrower, or if Borrower fails to respond to 1, sucher within 30 days from the date notice is smalled by Lender to borrower 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 restoration or repair of the Property or to the sums

equivalence increase an included within the term "extended coverage", and such other hexards as Lender may require.

The insurance careful most be included within the term "extended coverage", and such other hazards as Lender may require.

The insurance careful not be unreasonably withheld. All insurance of the form acceptable to be a form acceptable to Lender and shall include a standard mortage clause in favor of the form acceptable to Lender. Lender, Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortage, deed of trust or other security agreement with a lien which has priority over this Mortage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and lender. Lender may make proof of the the first insurance of loss, Borrower shall give prompt notice to the insurance carrier and lender. Lender may make proof of the the if not make the form acceptable to loss, Borrower.

any mortgage, deed of trust or other accurity agreet, or a lien which has priority over this Mortgage, including Borrower's coverants to make payments when due. Borrower also, now steam to make payments and other charges, fines and impositions attributable to the Property which any attain a priority over this Mortgage, and leasehold payments

processing repairs to norm ower or creatica to normower on montrily installinents 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 not be sufficient to pay taxes, assessments, insurance premiums and ground rents as Lender may require by to Lender sary smount in full of all sumer secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender paragraph 17 Lender shall not be sequired by Lender, if under paragraph 17 Lender shall not be sequired by Lender, any Funds held by Lender, and paragraphs I snd 2 hereof shall at the time of application as a credit 22 and the sums secured by this Mortgage.

3. Application as a credit 22 and the sums secured by this Mortgage.

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3. Application as a credit 22 and the sums secured by the Mortgage.

taxes, assessments, meanware, premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrowe or credited to Borrower on monthly installments of Funds. If the amount of the Funds held the due dates of texce. Passements, insurance premiums and ground rents, shall exceed the amount required to pay said If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds are pledged as additional security

or generated by a recent of a second of second of the control of t

Interest of Principal and Interest at Variable Bases. This mortgage accures all payments of principal and interest and agree as follows:

1. Payment of Principal and Interest and Payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due as a variable rate loss. The contract rate of interest and payment amounts may be subject to change and interest are payable law or waiver by Lender, Borrower shall pay to Lender on the detail promptly pay which have a subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the detail prometric of the yearly premium and planned unit development of yearly premium metallments of this yearly faces and assessments (including condominium and planned unit development of yearly premium installments for mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage on time by Lender on the basis of assessments and bills and reasonable of yearly premium installments for mortgage or deed of trust if such holder to the extent that Borrower and any mortgage or deed of trust if such holder to the extent that Borrower hays Funds to Lender of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or general eases, assessments, insurance pressions treated and ground rents. Lender may not charge for so holding and applying the pay and taxes, assessments, insurance pressions and ground rents. Lender may not charge for so holding and applying the bay as assessments, insurance pressions and ground rents. Lender may not charge for so holding and applying the second or any and eases.

ce. Borrower shall keep the improvements now existing or hereafter erected on the Property insured

ad Doed of Trust; Congress Borrower shall perform all of Borrower's obligations under

fore, and take such action as is necessary to protect Lender's phrilis interest.

Any amounts discussed by Lender pursuant to this phortages. Unless Borrower and Lender agree to other terms of payment, additional indebtedness of Borrower secured by this Mortages. Unless Borrower and Lender agree to other terms of payment, and the contract terms of payment, and another agree to other terms of payment, and another another terms of payment, and Lender and Lender and Lender terms of payment, and a smounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in

that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

Lender may make or cause to be made reasonable entities upon and inspections of the Property, provided

Condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned

concerniation or outset taking of the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage against Mortgage, deed of trust or other security agreement with a lien of amortization of the arms secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower's successor in interest of Borrower shall not be required to commence proceedings against such successor or refuse 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's emoority in the sums secured by this Mortgage by reason of any demand made by the original Borrower's emoority for summence proceedings against any such right or remedy, or otherwise afforded by against any included the commence of waiver of or precipies of or precipies of any such right or remedy increase, or otherwise afforded by against any shall not be a waiver of or precipies the current of any such right or remedy increase.

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