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COOK COUNTY, ILLINOIS  
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(Space Above This Line For Recording Date)

## MORTGAGE

270095-6

\$16.00

THIS MORTGAGE ("Security Instrument") is given on JANUARY 17 1990 The mortgagor is PHILIP M. LANG, MARRIED TO ESTHER S. LANG\*\*

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 ("Lender"). Borrower owes Lender the principal sum of FORTY THOUSAND AND NO/100

Dollars (U.S. \$ 40,000.00). 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 FEBRUARY 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 County, Illinois:

THE EAST 35.5 FEET OF LOTS 5 AND 6 IN THE SUBDIVISION OF LOTS 21 AND 27, INCLUSIVE, IN BLOCK 2 IN BLANCHARD'S SUBDIVISION OF THAT PART OF THE NORTH 22 RODS OF THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING WEST OF THE MILWAUKEE PLANK RAILROAD, IN COOK COUNTY, ILLINOIS.

\*\*ESTHER S. LANG IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

13-36-101-036-0000

which has the address of 3040 WEST MENDILL AVENUE

CHICAGO

Illinois 60647 ("Property Address");  
(Zip Code)

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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

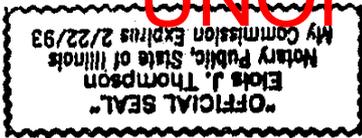
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Clerk's Office

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THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS  
4901 WEST IRVING PARK ROAD  
CHICAGO, ILLINOIS 60641  
ATTENTION: M. SIMPSON

RECORD AND RETURN TO:

CHICAGO, IL 60641

M. SIMPSON

PREPARED BY:

My Commission expires:

17th day of January, 1990  
*Elio J. Thompson*  
Notary Public

signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he / SHE

personally known to me to be the same person(s) whose name(s) IS

do hereby certify that PHILIP M. LANG, MARRIED TO ESTHER S. LANG

a Notary Public in and for said county and state,

County ss:

STATE OF ILLINOIS,

[Space Below This Line For Acknowledgment]

\_\_\_\_\_  
Borrower  
(Seal)

\_\_\_\_\_  
Borrower  
(Seal)

\_\_\_\_\_  
ESTHER S. LANG  
Borrower  
(Seal)

\_\_\_\_\_  
PHILIP M. LANG MARRIED TO  
ESTHER S. LANG \*\*  
Borrower  
(Seal)

\*\*ESTHER S. LANG IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjusted Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

[Check applicable boxes]

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 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 or 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 Security Instrument. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower waives all right of homestead exemption in the Property.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement (the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boxes])

24. 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 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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paragraphs 13 or 17.

as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under  
reinstatement by Borrower, this Security Instrument shall remain fully effective  
and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon  
and Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property  
enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action  
acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in  
Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no  
in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument, those conditions are that  
as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained  
enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period  
18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have  
Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.  
sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period,  
period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all  
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a  
is prohibited by federal law as of the date of this Security Instrument.  
full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise

a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in  
interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not  
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any  
16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument,  
and the Note are declared to be severable.

the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument  
the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or  
jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or  
15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the  
given as provided in this paragraph.

Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when  
to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall  
or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed  
14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it  
by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted  
any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option, may  
13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering  
prepayment without any prepayment charge under the Note.

Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial  
limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the  
reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted  
with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to  
charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection  
12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

that Borrower's consent.  
modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without  
the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend,  
Instrument but does not execute the Note; (b) is co-signing this Security Instrument only to mortgage, grant and convey  
of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security  
Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions  
11. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this

of or preclude the exercise of any right or remedy.  
or Borrower's successors' interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver  
modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower  
be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise  
shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not  
of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower  
10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification  
or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend  
Property or to the sums secured by this Security Instrument, whether or not then due.  
notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the  
to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the  
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers  
be paid to Borrower.

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall  
the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately  
unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by  
Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property,  
in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security  
assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby  
9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with  
give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.  
8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall  
terminate in accordance with Borrower's and Lender's written agreement or applicable law.  
shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance

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  
terminate 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' 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; 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; (b) is co-signing this Security Instrument only to mortgage, grant and convey  
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  
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  
and Borrower 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 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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1-4 FAMILY RIDER
Assignment of Rents

This 1-4 FAMILY RIDER is made this 17TH day of JANUARY, 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3040 WEST MENDILL AVENUE, CHICAGO, ILLINOIS 60647
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSURE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Signature of Philip M. Lang
PHILIP M. LANG (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

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