L. M. NUTTER
(Name)
15957 S. HARLEM AVE - TINLEY PARK, IL
(Address)

30091281

MORTGAGE

THIS MORTGAGE is made this
WHEREAS. Borrower is indebted to Lender in the principal sum of U.S. \$
To Secure to Ler de: the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the coverage, and agreements of Borrower herein contained. Borrower does hereby mortgage; grant and convey to Lender the following described property located in the County of, COOK
THE WEST & OF LOT 18 IN HENLY H. WALKER'S SUBDIVISION OF BLOCK 12 IN WALSH AND MCMULLEN'S SUBDIVISION IN THE SOUTH 3/4 OF THE SOUTH EAST & OF SECTION 20, TOWNSHIP OF NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN 17 20 421 010 11
DEET-01

DEPT-01 \$15.2 \$1111 TRAN 9931 02/27/90 10:59:00 \$2/43 \$ A *-90-091281 COOK COUNTY RECORDER

Sum

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

ILLINDIS-SECOND MORTGAGE-1/80-FHMA/FHLMC UNIFORM INSTRUMENT

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender requestribe holder of any mortgage, deed of trust or other encumbrance with a lien which has priority lover this Mortgage, of any original control on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FORMOTIOE OF DEFAULT

AND PORECLOSURE UNDER SUPERIOR —

REQUEST FORMOTIOE OF TRUST

Uniform Covenant John Cand Ender edvount and agree às Collow PY

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder 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 guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing redits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged pay additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, a see sments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Por ower or credited to Borrower on monthly installments 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 pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sum; secred by this Mortgage. Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a crudit against the sums secured by this Mortgage.

3. Application of Payments. Unless applier of law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be up lied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Lievs. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when 10t. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributed to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements no existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrover subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies, and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of wild in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within, 0 days from the date notice is mailed 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 secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action because.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

Thereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or Joriginal Borrower and Borrower's successors in interest. Any forbentance by Lender in exercising any right or remedy payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the nol smit bueixe ot seuler no rozzezouz dous tenigu egalinge orgeno ot herlugg ed ton linde rednelle shall morioperate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Toworion of the sums secured by this Mortgage granted by Lender to any successor in therest of Borrower 10. Borrower MatiReleased; Forbearance By Lander Mot a Walver. Extension of the time for payment or modifien-

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expenses and "actorners" livelude all sums to the extent not prohibited by applicable law or limited Bortower sprogramment, (a) any notice required ander applicable law to be given in another manner, (a) any notice to Bortower sprovided for sin this Mortgage shall be given by delivering it or by mailing such notice by certified mail of defeased logically and the sprovided for in the manner of sales as a sportower may designate by notice to Lender to the laws of t provision, sand to this engitte provisions of this Mortgage and the Mole are declared to be severable. As used herein,

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ecuredibykinisiMortgage il i Borroweratalisito pay these sums prior act the expiration of this period, Lender may in-The conference of a secoleration. The notice is delivered of mailed within which Borrower must pay all sums special of the conference of mailed within which Borrower must pay all sums

Voke any remedies foemitted by this Mortgage without further motice of the modent and agree as follows:

MONTO NICONERANDES Borrowerland Lender further covernant and agree as follows:

A. Acceleration; Remedies Except as provided in paragraph 16 thereof, upon Borrower's breach of any covernant to the contract of the

his statista and in the control of t To restore the Mortgage by Judichal proceeding. I ander the entitled to collect in state of the contract of th declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may forceldsture. Mitthe breach is mot cured on or before the date specified in the notice, Lender, at it en er's option, may of thigh soft in a melter of the real first in the result of the result bna agnisonation of it is a section of ithe sums accuration of ithe sums accurate the sum of ithe sums is a sum of ithe sum of befilesquare the control of the cure distribution of the cure distribution of the sold of the control of the cure and the cure the control of the cure the c beliam al solton stab edu molt eyab (Il nadites liton) stab a data (E); tibas red tibus super in beliam di beliam di super de la liton de Mortgage; Lendersprior to acceleration shall give mortice to iborrower as sprovided in paragraph 12 hereof specifying: (1) and to greenent to the and the side side side side in this side in the secured to the secured to

unimpaired Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain infulliforced and effectively assigns to the security hereunder, Borrower hereby assigns to the security hereafter the security hereby assigns to the security hereby assigns to the security hereby assigns to the security hereby assigns the security hereby assigns the security hereby assigns the security hereby as the secur icanders illiteres by this groupe it and aborrower's obligation to pay the sums secured by this Mortgage shall continue rees hand (d) Borrower takes such action as Wenderlangy reasonably require to assure that the lien of this Mortgage, Regectiscentinued in the special control of a littly of a little in the littly of a littly duello Borrower Is breach Borrower Ishail have the right to have any proceedings begun by Lender to enforce this Mort-38 Borrower's Right to Remainte. Notwithstanding Lender's acceleration of the sums secured by this Morrgage

abandonmento, ine Property, haveithe rightito collect and retain such rents as they become due and payable. Lenderathearents of the Property, provided that Borrower shall prior to acceleration under paragraph 17 hereof or

Property including those pastratio enteriupon, tinke possession for and manage the Property and to collect the rents of the Property and to collect the costs of Property including those pastrationers with the costs of the costs of the property and collect for o really and collect for o receiver's management of the costs of the property and collect for o real date, in the collect of the collect for o receiver's confidence of the collect for our receiver shall be confidence or confidence of the collect for our receiver's confidence or confidenc Uponiacceleration under paragraph Ly hereof or a bandoninent of the Property. Lender shall be entitled to have a