

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 APR 30 PM 11:36

90194399

90194399

(Space Above This Line For Recording Data)

LOAN# 3394-81-03

1500

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 21,
1990. The mortgagor is ALTON C. GILLESPIE & ELIZABETH GILLESPIE, HIS WIFE (J.),
("Borrower"). This Security Instrument is given to VERSACO F.F. SECURITY, INC., which is organized and existing
under the laws of ILLINOIS, and whose address is 15 E. PARK AV. RD., PROSPECT HIGTS, IL 60070 ("Lender").
Borrower owes Lender the principal sum of FIVE THOUSAND ONE HUNDRED THIRTEEN DOLLARS AND
00/CENTS, Dollars (U.S. \$ 5,113.00). 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 3-1-85. 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 25 AND LOT G IN BLOCK 3 IN GARDENFX'S 55TH STREET BOULEVARD ADDITION IN THE NW 1/4
OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

PIN# 20-16-101-051

90194399

which has the address of 5548 S. UNION, CHICAGO,
(Street) (City)
Illinois 60621, (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.

UNOFFICIAL COPY
ed by RABRAKA KUTAKOWSKI

۴۷۶

A photograph of a notary public seal and a handwritten signature. The seal is rectangular with a decorative border. It contains the text "NOTARY PUBLIC STATE OF ILLINOIS" at the top, "MY COMMISSION EXPIRES 6/21/93" in the center, and "PAUL ROSS" at the bottom. A handwritten signature "Paul Ross" is written across the seal. Below the seal, the handwritten text "witnesses my hand and official seal this 15th day of FEBRUARY 1990" is visible.

1. THE UNDERSIGNED, A. ELIZABETH GILLESPY, a Notary Public in and for said county and state, do hereby certify that ALTON C. GILLESPY, HIS WIFE, (1), personally appeared before me and is (are) known to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed said instrument to be the performed acts and deed and that
THEIR..... free and voluntary act and deed set forth
in this instrument for the purposes and uses therein set forth.

STATE OF ILLINOIS COUNTY OF COOK SS:

PLAQUE PERIOD AND DELIVERY TO: [REDACTED] (Saves) (Saves)
ELIZABETH GILLESPIE
ALTON C. GILLESPIE
—Borrower
—Borrower
—Borrower
—Borrower

BY SIGNING BELOW, BURROWER AGREES TO THE TERMS AND CONVENTIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) CHECKED BY BURROWER AND RECORDED WITH IT.

- Family Rider**
- Condominium Rider**
- Planned Unit Development Rider**
- Graduated Payment Rider**
- Adjuster's Rate Rider**
- Other(s) [Specify] Rider**

20. Landlord in Possession. Upon acceleration of any payment 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 affidavit) 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 recoverable rent to pay amounts of management of the Property shall be applied first to payments of the rents of the Property included in the amount of the debt, and then to the sum secured by the Property and finally to the sum secured by the Note.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

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

23. Right to Sale. In the event of more than one co-owner, the co-owners and agreeements of each such owner shall be incorporated into and shall amend and supplement the convenants and agreeements of this Security Instrument as if the other(s) were a part of this Security Instrument.

UNOFFICIAL COPY

UNIFORM COVENANTS, INGROVERS AND LENDER COVENANTS AND AGREEMENTS

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late 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 leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended 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. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, 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 to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

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. If 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 Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate 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 fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although 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.

0194399
GCR

UNOFFICIAL COPY

18. Borrower's Right to Retain. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument conditioned at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for certain items) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment controlling this Security Instrument. Those conditions are listed below:

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date of this notice to Borrower to make within which Borrower must pay all sums secured by this Security Instrument, plus interest thereon without further notice or demand on Borrower.

federal law as of the date 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 Borrower is sold or transferred in whole or in part, the Lender shall not be entitled to exercise its options in full or all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Person's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

which can be given great value when the circumstances provide for it. To this end the following note is made:

Note which can be reviewed by the Government of Ontario under the Freedom of Information Act, if necessary.

15. **Government Law: Security Instruments.** This Security Instrument shall be governed by the law and the law of the State in which it was executed.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail unless otherwise specified.

rendering my provision in the Note of this security instrument unnecessary according to its terms, Lender, at its option, may require immediate payment in full of all sums executed by this Security Instrument and my invoke any remedies permitted by paragraph 9, if Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

under the Note or by making a direct payment to Borrower. It is a real and reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 limit, (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this reduction by reducing the principal owed

11. Successors and Assigns; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall be joint and several obligations of Lender and Borrower, subject to the provisions of Paragraph 17, Borrower's covariances and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-obligating this Security Instrument only to mortgagage, grant and convey the sums secured by this Security Instrument; (b) is not personally obligated to pay the terms of this Security Instrument; (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security Instrument; (d) is not a party to the Note without Borrower's consent.

10. Borrower's Note Released; Postponement of Payments. If payment of the monthly payments is deferred to 10 in paragraphs 1 and 2 of this agreement, postpone the date of the first payment by the sum of the amount of such payments, provided that the sum of the amounts of such payments does not exceed \$100.00. The first payment shall be made on the tenth day of the month following the date of the first payment.

make an award of costs to the Plaintiff or to the Defendant, as the case may be, in the amount of the sum recovered by the Plaintiff or paid by the Defendant, as the case may be, in respect of the claim for damages, together with interest thereon at the rate of six percent per annum, from the date of the award until the date of payment.

If the Property is abandoned by Borrower, or if a Lien notice by Lender is recorded that the condemned area is sold to Borrower, the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sum 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.

any condominium or other interest, including or any part of the property, or for conveyance in trust or condominium, are hereby assigned and shall be paid to Lender.

8. **Inspection.** Lender or its agent may make reasonable inspections upon and inspectors of the Project.

11) Lender required mortgage; requires as a condition of making the loan secured by this security instrument.