

# UNOFFICIAL COPY

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5060744

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **May 11**  
1990 The mortgagor is  
**RONNIE W. LEE, DIVORCED AND NOT SINCE REMARRIED**

("Borrower"). This Security Instrument is given to  
**HOUSEHOLD BANK FSB, A FEDERAL SAVINGS BANK**  
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is  
**255 East Lake Street, Bloomingdale, Illinois 60108**  
("Lender").

Borrower owes Lender the principal sum of  
**ONE HUNDRED THIRTY THOUSAND AND NO/100THS-----**

----- Dollars (U.S.) **130,000.00**). 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 **June 1, 2005**. 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 5 and the South  $\frac{1}{2}$  feet of Lot 4 in Henderson's Subdivision of Block 10 in  
Kimbark's Addition to Hyde Park, being a subdivision of part of the West ( $\frac{1}{2}$ )  
of the South East quarter ( $\frac{1}{4}$ ) of Section 11, Township 38 North, Range 14  
East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N: 21-11-400-013

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which has the address of **5120 S. Kimbark Avenue** **Chicago**  
(Street) (City)

Illinois **60615** ("Property Address").

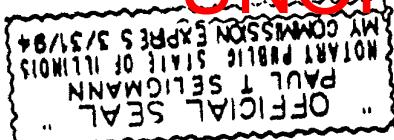
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also 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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Candy Clippin  
Bloomingdale, IL 60108

255 E. Lake Street

Notary Public

PREPARED BY AND MAIL TO: HOUSEHOLD BANK

Notary Public

1990

day of MAY

11

1990

My Commission expires:

seal forth.

Given under my hand and official seal, this day of MAY , 19 90  
signed and delivered the said instrument as his  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
, personally known to me to be the same person(s) whose name(s) is

do hereby certify that RONNIE W. LEE, DIVORCED AND NOT SINCE REMARRIED  
, a Notary Public in and for said county and state,  
County ss:

STATE OF ILLINOIS,

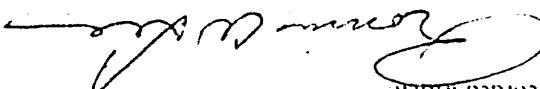
THE UNDERSIGNED

Notary  
(Seal)

Notary  
(Seal)

Notary  
(Seal)

[Space Below This Line For Acknowledgment]

RONNIE W. LEE, DIVORCED AND NOT SINCE REMARRIED  
  
(Seal)

Instrument and in any rider(s) executed or borrowed and recorded with it  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security  
Instrument and in any rider(s) executed or more riders are executed by Borrower and recorded together with it

... (Other(s) [Specify])

Grandparent Rider      Planned Unit Development Rider

Adjustable Rate Rider      Condominium Rider      Family Rider

Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
this Security Instrument, if the covenants and agreements of each such rider shall be incorporated into and shall amend and  
support this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with it  
22. Waiver of Homeowner's Right of Redemption following initial sale, Lender (in person, by agent or by mail) shall  
Instrument without charge to Borrower shall pay this Security Instrument, Lender shall release this Security  
Releasor. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument, bonds and reasonable attorney's fees, and then to the sums secured by this Security  
Instrument, including those past due, any rents collected by Lender or the receiver shall be applied first to pay interest on  
the Property held during those past due, any rents collected by Lender or the receiver shall be applied first to collect the rents of  
appomited receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of  
prior to the expiration of any period of redemption following initial sale, Lender (in person, by agent or by mail) may  
20. Lender in possession, upon acceleration under paragraph 19 or abandonment of the Property and in any manner  
but not limited to, reasonable attorney's fees and costs of title evidence.  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding  
before the date specified in the notice, Lender in its option may require immediate payment in full of all sums secured by  
exercising of a default or any other defense of Borrower to acceleration and foreclosure, if the default is not cured on or  
before the date of the notice of the right to remit after acceleration and the right to assert in the foreclosure proceeding the non-  
foreclosure of this Security Instrument and the right to resell the Property, the notice shall further  
secured by this Security Instrument, foreclose the right to resell the Property and sale of the sums  
and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums  
default (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured  
unless applicable law provides otherwise, the notice shall specify; (e) the default (b) the action required to cure the  
breach of any covenant or agreement prior to acceleration following paragraphs 13 and 17  
19. Acceleration: Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

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UNIFORM COVENANTS, CONDITIONS AND LIENDEES, CONTRACTUAL AGREEMENT AS FOLLOWS:

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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 owing 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.

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If Lender receives notice at its agent may make application specify reasons upon and inspections of the Property. Lender shall give Borrower notice in accordance with Borrower's and Lender's written agreement or applicable law unless Borrower and Lender otherwise agree in writing. The proceeds of any award of 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.

8. Inspections. 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 the loan 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 amount secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the sum secured by this Security instrument divided by the fair market value of the Property immediately before the taking; (b) the fair market value of the Property immediately before the taking, divided by (c) the fair market value of the Property immediately before the taking, if the Property is abandoned by Borrower, or if the date of payment of the note is accelerated by Borrower, or if the note is otherwise dishonored by Borrower, or if the note is otherwise dishonored by Lender, or if the note is otherwise dishonored by any other person.

9. Condemnation. If the note of or prior to an inspection specifies cause for the inspection, shall give Borrower notice at its agent may make application specify reasons upon and inspections of the Property. Lender shall give Borrower notice in accordance with Borrower's and Lender's written agreement or applicable law unless Borrower and Lender otherwise agree in writing. The proceeds of any award of 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.

10. Borrower or Not Release. Not a Waiver. Extension of the time for payment of such payments, postponement of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments, modification of the terms of the note, extension of the note, release by Lender and any successor in interest, or any other modification of the terms of the note, does not affect the rights of Lender under this Note. Any Borrower who goes into motorstage, garnet and convey instrument but does not execute the Note; (a) is co-signing this Security instrument only to motorstage, garnet and convey instrument but does not execute the Note; (b) agrees that Lender may make any accommodations with regard to the note; (c) agrees that Lender may make any accommodations with regard to the note; (d) is not personally obligated to pay the note; (e) agrees that Lender may make any accommodations with regard to the note; and (f) agrees that Lender may make any accommodations with regard to the note.

11. Successors and Assigns; Joint and Several Liability; Co-signers. The descendants and aggrements of this Security instrument shall bind and be entitled to the security interests and assignments of Lender and Secured Parties. Lender shall not be waiver of or preclude the exercise of any right of remedy.

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 maximum charge shall be collected or to be collected in installments, Lender may make any adjustment of the note to conform to such maximum loan charges, and Lender may collect the note in installments without any prepayment charge under the Note.

13. Liquidation After Default. If the Note or any provision of the Note or this Security instrument or any remedy rendering any provision of the Note or this Security instrument or any provision of the Note or this Security instrument is violated, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notes. Any note to Borrower provided for in this Security instrument shall be governed by the Note in this paragraph 17.

15. Governing Law; Severability. This Security instrument shall be governed by the law of the state in which the property is located. In the event that any provision of this Security instrument or the Note is unconstitutional in whole or in part, it shall be severed from this Security instrument and the law of the state in which the property is located shall govern the remainder of this Security instrument.

16. Borrower's Copy. Borrower shall be given one 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 to a beneficiary in Borrower's sole or undivided ownership, Lender shall be given by Borrower and Lender a period of no less than 30 days from the date the notice is delivered or made within which Borrower must pay all sums secured by this Security instrument or (b) entry of a judgment against this Security instrument. Those conditions are contained in this applicable law may apply for reinstatement before sale of the carter of (a) 5 days for such other period as agreed between Lender and Borrower.

18. Borrower's Right to Remit. If Borrower makes certain contributions, Borrower shall have the right to have remedies permitted by this Security instrument within 30 days of demand of Borrower.

19. Lender exercises this option, Lender shall give Borrower notice of demand of Borrower.