

# UNOFFICIAL COPY

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## MORTGAGE

0057470651

THIS MORTGAGE ("Security Instrument") is given on **MAY 25**,  
1990. The mortgagor is **GEORGE BAILEY AND LINDA BAILEY, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **METROPOLITAN FINANCIAL MORTGAGE CORPORATION**, which is organized and existing under the laws of **THE STATE OF MINNESOTA**, and whose address is **425 ROBERT STREET NORTH, SUITE 500 ST. PAUL, MINNESOTA 55101-2019** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED TWENTY THOUSAND AND NO/100**

Dollars (U.S.\$ **120,000.00**). 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 7, 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:

**LOT 401 IN JOHN P. ALTGELD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 7 AND THE NORTH 1/2 OF BLOCK 6 IN SUBDIVISION OF THAT PART LYING NORTHEAST OF CENTER LINE OF LINCOLN AVENUE OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

DEPT-01 RECORDING \$16.00  
T#2222 TRAN 7668 05/31/90 16:18:00  
#8702 # **90-255066**  
COOK COUNTY RECORDER

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14-29-111-039

DOA 333 Office

which has the address of **3042 NORTH RACINE**  
[Street]

**CHICAGO**  
[City]

Illinois **60657** [Zip Code] ("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 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 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

V&P 6F(IL) 0909

VMP MORTGAGE FORMS • 13131293-8100 • (800)521-7291

Amended 5/87

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"OFFICIAL SEAL" JO ANN S. LOSCHENKROHL  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/1/93

METROPOLITAN FINANCIAL  
MORTGAGE CORPORATION  
1000 E. WOODFIELD ROAD  
SCHAUMBURG, ILLINOIS

RECORD AND RETURN TO:  
BARBARA KONDRA  
SCHAUMBURG, IL 60173

My Commission expires: 1-1-43

May 19, 1990 Day of Birth

do hereby certify that GEORGE BATTLEY AND LINDA BATTLEY, HUSBAND AND WIFE  
, personally known to me to be the same person(s) whose name(s)  
ARE  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein

STATE OF ILLINOIS,  
County of Cook  
S. Loschekohl  
a Notary Public in and for said County and State,  
Swear(s) to me that he is the person whose name is affixed  
to the foregoing instrument.

1. *to Ann S. Loschbeck*  
2. *Book*

STATE OF ILLINOIS,

四

**County ss:**

(Space Below This Line for Acknowledgment)

-BORROWER

Borrower

-- BORROWER

-Borro'ner  
— (Seal)

STRUCTURE

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22. Whether or not Homebased, Borrower will neglect or homesetade example 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 covocants and agreements of each such rider shall be incorporated into and shall amend and supplement the instrument, the covocants and agreements of each such rider as if the rider(s) were a part of this Security Instrument.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicial process) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents apponited 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 attorney's fees, and then to the sums secured by this Security instrument.

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

19. **NON-UNIFORM COVENANTS.** Lender shall give notice to Borrower prior to acceleration of any covenant in this Security Instrument otherwise: (a) the default; (b) the action required to cure the default; (c) that failure to cure the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the date the notice is given to Borrower to accelerate all sums secured by this Security Instrument, before the date specified; (e) the default on or before the date specified in the notice to Borrower to accelerate all sums secured by this Security Instrument under paragraphs 13 and 17 unless application law provides otherwise). The notice shall specify: (a) the date; (b) the action required to cure the default; (c) the date less than 30 days from the date the notice shall be given to Borrower to accelerate all sums secured by this Security Instrument under paragraphs 13 and 17 unless application law provides otherwise); (d) the date the notice shall be given to Borrower prior to acceleration of any covenant in this Security Instrument prior to acceleration of any covenant in this Security Instrument following Borrower's breach of any covenant in this Security Instrument.

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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 terminates 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 in 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: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay 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 be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. 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 as Lender 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 continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby 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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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 rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Provision of Leenders' Rights in the Property; Mortgagee 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 Leenders' rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Leender may do and pay for whatever is necessary to protect the value of the Property or to enforce this Agreement under this Section 7, Leender does not have to do so.

6. Preservation and Maintenance of Property; Leasesholds. 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 basis, the lessee shall call and advise Borrower if the lessee has breached any term of the lease, and if Borrower receives notice to the Property, the lessee shall and must pay all amounts due to the lessor in writing.

Unless Lender and Borrower otherwise agree in writing, any application or proceeds to principal or otherwise under Paragraph 1 and 2 of this instrument shall pass to the extent of the sums secured by this instrument prior to the acquisition.

resettlement or repair is not economically feasible or Lender's security would be lessened, i.e. 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 he has repossessed his property or to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore his 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.

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 renewals notices. In the event of loss, Borrower shall promptly give to Lender all receipts and Lender may make proof of loss if not made previously and renew renewal notices. If Lender requires, Borrower shall promptly notify Lender of the loss of the policy or renewals. Unless Lender demands, if the renewal premium or the cost of the new policy is less than the amount of the premium paid by Lender, Lender shall be entitled to receive the difference.

**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 "extreme and 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 carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable.

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; or (b) conveys in good faith the lien by, or deems it imprudent to do so, to Lender's attorney or to another person who has agreed to hold the lien for Lender until payment in full is made.

4. **Charges:** Lmes, Bctro war shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security instrument, charrges, leases and impositions arising out of the shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the manner provided in paragraph 1. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts paid under this paragraph. If the person owed payment, Borrower shall promptly furnish to Lender notices of amounts paid under this paragraph.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under this Note, to amounts payable under paragrapth 2; fourth, to interest due; and last, to principal due.

If the amount held by Funds held by Lennder is not sufficient to pay the escrow items when due, Borrower shall pay to Lennder any amount necessary to make up the deficiency in one or more payments as required by Lennder.

annual accountings of the funds showing details and debts to the funds and the purpose for which each debenture was made. The funds shall be pledged as additional security for the sums secured by this Security Instrument.

The Funds shall be held in an institution the depositories or accounts of which are insured or guaranteed by a state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not charge for holding the Funds, analyzing the account to verify the escrow items, unless Lender may not charge for holding the Funds, analyzing the account to verify the escrow items, unless Lender pays Funds and applies law permits Lender to make such charge. A charge assessed by Borrower interest in the Funds and applies law permits Lender to make such charge. A charge assessed by Borrower in connection with Borrower's emergence into this Security instrument to pay the cost of an independent tax reporting service shall not be paid on the proceeds of the preceding sentence. Borrower and Lender may agree in writing that Lender 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, any information or documents requested by Borrower.

current data and reasonable estimates of future escrow items.

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 prepayments and late charges due under the Note.
2. Funds for Taxes and Insurance. Subsection 10 of the Note is paid in full, a sum ("Funds")

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## 1-4 FAMILY RIDER Assignment of Rents

This 1-4 FAMILY RIDER is made this **25TH** day of **MAY**, **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 **METROPOLITAN FINANCIAL MORTGAGE CORPORATION** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**3042 NORTH RACINE, CHICAGO, ILLINOIS 60657**  
(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 REINSTATE"** 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.

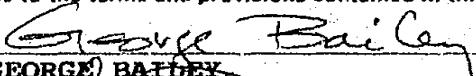
Borrower has not executed any prior assignment of the rents and has not done, will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

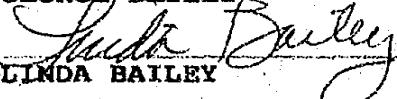
Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate 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.

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

  
**GEORGE BAILEY** \_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
-Borrower

  
**LINDA BAILEY** \_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
-Borrower

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

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

14-29-111-039

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COOK COUNTY CLERK'S OFFICE  
MAY 19 1998

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