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MORTGAGE

BARBARA J. HUSSMAN
(Name)
CHICAGO RIDGE, IL 60415
(Address)

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1 to 4 Family - FNMA/FHLMC UNIFORM INSTRUMENT FML 91000440

IN WITNESS WHERI OF Borrower has executed this Mortgage STATE OF ILLINOI ., a Notary Public in and for said county and state. personally known to me (o be the same person(s) whose name(s). ARF..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ... T. he y. . . signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this SEPTEMBER My Commission expires: 11 34-91

"OFFICIAL SEAL" Roberta L. Blake Notary Public, State of Illinois My Commission Expires 11/24/91

11/91 15 42 00 21-472230

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Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, 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, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Leader to incur any expense or take any action hereunder.

8. Inspection, Leader 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Leader otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abundaned by Barrower, or if, after notice by Lender to Barrower that the condemnar offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of

such installments.

10. Borrower No: Released, Extension of the time for payment or modification of amortization of the sums secured by this Mortgage grante, by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Nc. a Waiver, Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable low, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of exces or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the inc other liens secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by 10 v o equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; John and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall over to, the respective successors and assigns of Lender and Borrower. subject to the provisions of paragraph 17 hereof. All a conants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice Except for any notice required under a plicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may resignate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provider herein. Any notice for in this Mortgage

shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage: Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect vithout the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be several.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of

execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property of an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leg schold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare an approxima secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate it, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in viring that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortrage shall be at such rate as Lender shall request. If Lender has waived the option to occelerate provided in this par group 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Londer shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage,

Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

UNIFORM COVENANTS: Borrower and Lender covenant and agree as follows:

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

interest on any Future Advances secured by this Mortgage.

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 installments 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 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

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 hills, 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 credits and debits to the Funds. and the purpose for which debit to the Funds was made. The Funds are pledged as 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 dater of axes, assessments, insurance premiums and ground cents, 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 Borrower 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 within 30 days from the date notice is mailed

by Lender to Borrower coquesting payment thereof.

Upon payment in finefall sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 28 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 credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 here(/sl all be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to mue est payable on the Note, then to the principal of the Note, and then to interest and

principal on any Future Advances.

4. Charges; Liens. Borrower shall Jay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority per this Mortgage, and leasehold payments or ground rents. If any, in the manner provided under paragraph 2 hereofol, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly firm shito Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Here wer shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrowe' shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the hen or forfeiture of the Property or any part thereof.

nen in, legal proceedings which operate to prevent the enlored men or to the hen or to retrure of 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; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to gay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by dorrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premium an insurance policies shall be paid in the manner than the provided and the property of the provided and the provi

provided under paragraph 2 hereof or, if not paid in such manner, by Borroy er making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all rice pts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mor gage with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Let der within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a clay of a 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
Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or charge the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale

or acquisition.

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. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage

as if the rider were a part hereof.

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, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. 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. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

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UNIT NUMBER 403 AS DELINEATED ON SURVEY OF A TRACT OF LAND LEGALLY DESCRIBED AS FOLLOWS (HEREINAFTER REFERRED TO AS PARCEL): THAT PART OF LOTS 1 AND 2 (TAKEN AS A TRACT) IN THE SUBDIVISION OF THE NORTH 462 FEET OF THAT PART OF THE NORTH WEST 1/4 LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AND THAT PART OF THE NORTH WEST 1/4 OF SECTION 6, ALL IN TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS CENTRAL RAILROAD AND SOUTH LINE OF SAID LOTS 1 AND 2 (TAKEN AS A TRACT) SAID POINT BEING 465.08 FEET SOUTHWESTERLY (AS MEASURED ON SAID RIGHT OF WAY LINE) OF A LINE 33 FEET SOUTH OF (MEASURED AT RIGHT ANGLES) THE NORTH LINE OF THE NORTH WEST 1/4 OF SECTION 6; THENCE SOUTHWESTERLY ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF "FLOSSWOOD SUBDIVISION", A SUBDIVISION OF THAT PART OF THE NORTH WEST 1/4 OF SECTION 6; THENCE WESTERLY ON THE NORTH LINE OF "FLOSSWOOD SUBDIVISION" TO THE POINT OF INTERSECTION WITH A LINE 350.81 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTH WEST 1/4 OF SECTION 6: THENCE NORTHERLY ON SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 180 FEET NGRIH OF AND PARALLEL TO THE NORTH LINE OF "FLOSSWOOD SUBDIVISION"; THENCE EASTERLY ON THE LAST NAMED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 581 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTH WEST 1/4 OF SECTION 6; THENCE NORTHERLY ON THE LAST NAMED PARALLEL LINE, A DISTANCE OF 32 FEET TO A POINT: THENCE

SOUTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 84.33 FEET TO THE POINT OF INTERSECTION WITH A LINE 130 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF "FLOSSWOOD SUBN", THENCE EASTERLY ON THE LAST NAMED PARALLEL LINE TO THE POINT OF INTERSECTION HITH A LINE 70 FEET WESTERLY OF AND PARALLEL (AS MEASURED AT RIGHT ANGLES) TO THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD THENCE NORTHEASTERLY ON THE LAST NAMED PARALLEL LINE, A DISTANCE OF 80.83 FEET TO A POINT; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, A DISTANCE OF 70 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTICHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY SOUTH CHICAGO SAVINGS BANK, A CORP OF ILLINOIS, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 21, 1970 KNOWN AS TRUST NUMBER 11-1506 FILED FOR RECORD AS DOCUMENT NUMBER LR2726217, AND RECORDED AS DOCUMENT NUMBER 22537317, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS DEFINED AND SET FORTH IN SAID JECLARATION AND SURVEY)

PARCEL 2;

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION FILED JANUARY 30, 1973 AS DOCUMENT NUMBER LR2672682 AND RECORDED JANUARY 30, 1973 AS DOCUMENT NUMBER 22203657 AND IN THE DECLARATION REGISTERED AS DOCUMENT NUMBER LR2726217 AND RECORDED AS DOCUMENT NUMBER 22537317 AND AS CREATED BY DEED FROM SOUTH CHICAGO SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 21, 1970 KNOWN AS TRUST NUMBER 11-1506 TO KAREN M. BIRMINGHAM DATED NOVEMBER 10, 1976 AND RECORDED DECEMBER 14, 1976 AS DOCUMENT NUMBER LR2911222 COOK COUNTY, ILLINOIS.