## UNOFFICIAL COPY is interrument was prepared by:

| Chempion Federal |  |  |  |
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| (Addrass)        |  |  |  |

#### **MORTGAGE**

21570822

| THIS MORTGAGE is                               | made this October 10, 1991                            | , between the Mortgagor,   |
|--|---|--|
| (herein "Borrower"), and t                     | TEME M TOTH MUSSAND AND WIFE TO MOTION PEDERAL S      | AVINGS AND LOAN ASSOCIATION  |
|  | · · · · · · · · · · · · · · · · · · ·                 | TES OF MERICA , whose address is   |
| •  | rest - Bloomington, Hilnots 21701                     | (herein "Lender").   |
| WHEREAS, Borrower                              | is indebted to Lender in the principal sum of         |  |
| Minateen Thousand                              | Six Hundred and 09/100'S                              | Dollars, which indebtedness is evidenced by Borrower's   |
| riche dated October and order                  | (herein the indebtedness, if not sooner paid, due and | "Note"), providing for monthly installments of principal and payable on April 10, 1992   |
|  |   |  |
|  | / A. 1  | boold by the Note, with interest thereon, the payment of all operating the security of this Mortgade, and the performance of   |
|  | 7. 7  | beyment of any future advances, with interest thereon, made to   |
| <u>√-</u>                                      |   | ances"), Borrower does hereby mortgage, grant and convey   |
| to Lender the following du                     | scribed brunerty located in the County of             | State of Illinois:   |
|  |   |  |
|  |   |  |
| LOT 34 IN BLOCK 4                              | IN PHASE SOM LARAMIE SQUARE NUR                       | HER 2 UNIT 1 BEING A   |
| BUBBIVISION OF PAR                             |   | (, TOWNSHIP 27 NORTH, BANGE  |
| 73, EAST OF THE TH<br>B4 117 834               | IRD PRINCIPAL MERIDIAN, IN COOK                       | COUNTY, ICCHAGO, MICHESPAN, MICHAGO, MI |
| P4 (14 924                                     | 0_  | - Paris Reviews International Control of the Contro |
|  | 0/  | 44/36 # F # 91-57081;  |
|  | 4   | . COOK COUNTY RECORDER   |
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| and the first of the state of                  |   |  |
| which has the address of _                     | 12824 BLOSROM DR                                      | (cly)  |
| (  | (herein "Property Address");                          |  |
| (State and Zip Cribe)                          | ( State of Shorth Library of M                        | C  |
|  |   |  |
| TOGETHER with all the                          |   | property, and all easements, rights, appurtenances, rents,   |
| management and an extension of the contract of | and address and median waters when address and        | major etoety, and all forman how as horoster attached  |

royalities, militeral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures how or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will watrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

ILLINGIS + 10 A Family 5/77 FINIA/FHLMC UNIFORM INSTRUMENT

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- 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 Tames and Insurance. Subject to applicable law or to a written waiver by Lendet. Borrower shall pay to Lendet on the day mornhy 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 yearty taxes and assessments which may altain priority over this Mortgage, and ground tents on the Property, it arm, plus one twelfth of yearty premium installments for hazard insurance, plus one-twelfth of yearty premium installments for mortgage insurance, if arry, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and falls and reasonable estimates thereof

The Funds shall be held in an institution the deposits or accounts of which are insufed or guaranteed by a Federal of state agency (including Lender is Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insutance premiums and ground terms. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bits, 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 each 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 dates of taxes, assessments, insurance premiums and ground tents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground tents 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 tents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deticiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full (Lati sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender, It under paragraph 18 herod the Property is sold of the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sets 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 on this Mortgage.

- 3. Application of Payments. Unit is applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereot shall be conflied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereot, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
- 4. Chargos: Liens. Burrower shall pay office as, assessments and other charges, tines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under baragraphs 2 hereof or, if not baid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender rice pits evidencing such payments. Borrower shall promptly discharge any lien which has promity over this Mortgage, provided, that Porower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secular by such lien in a manner acceptable to Lender, or shall in good faith borntest such lien by, or defend enforcement of such lien in, Manal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- **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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, nat Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by the Mortgage.

The insurance carrier providing the insurance shall be chosen by burrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance pilicles shall be baid in the manner provided under paragraph 2 hereof or if not paid in such manner, by Borrower making payment, when due, directly to the insurance cattler.

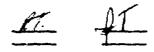
All insulance policies and renewals thereof shall be inform acceptable to Lender 7.4. shall include a standard mortgage clause in favor of and inform acceptable to Lender chall have the tight to hold the policies and renewals thereof, and Borrower shall promptly turrish to Lender all tenewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insulance carrier and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Spirower otherwise agree in writing, insurance proceeds shall be applice to restoration of repail of the Property demaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration in repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to this sums secured by this Mortgage, with the excess, if any, paid to Borrower if the Property is abandoned by Borrower halfs to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and about the insurance proceeds at Lender's opinion 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 half extend or postpone the due gate of the mornity installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments, if under paragraph 16 hereof the Property is acquired by Lender, all right, fille and interest of Borrower in and to any instance policies and in and to the proceeds thereof resulting from damage to the Property biror to the sale or acquisition shall pass to London to the extent of the sums secured by this Mongage immediately prior to such sale or acquisition.

- 6. Preservation and Maintenance of Property: Lessaholds: Condominiums: Planned Unit Developments. Borrower shall keep the Princerty in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisiting of any lease if this Mortgage is on a leasehold if this Mortgage is on a unit in a condominium of a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or coverants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development index is executed by Borrower and recorded together with this Mortgage, the coverants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of the index were a part hereof
- 7. Presection of Landar's Security. If Bottower 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, aminera domain, insolvency, code enforcement, or attangements or proceedings involving a bahkrupt or decedent, then Lender at Lander's option, upon notice to Botrower, may make such appearances, disburse such sums and take such action as is necessary to

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protect Lender's interest, including, by (not himmed to, disburse mich o treast hable afformation the property to make repairs. If Lender required mortgage insurance as a condition of making the declared by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect unit such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable taw. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indehtedness of Borrower secured by this Morrgage. Unless Borrower and Lender agree to other terms of priyment, such amounts shall be payable upon notice form 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 taw, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this pararaph 7 shall require Lender to incur any expense or take any action hereunder.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender 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 abundanced by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award of settle a claim for datalages, 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 Borrow Lotherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly are alments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

- 18. Servour Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any marrier, the liability of the original 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 Borrow a and Borrower's successors in interest.
- 11. Fertherance by Lendar Not a Welvar. Any Jorbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiter of or preclude the exercise of any such right or remedy. The producement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maluity to the indebtedriess secured by this Moligage.
- 12. Remodes Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be and used concurrently, independently or successively.
- 13. 5: someons and Assigns Bound; Joint and Saveral Limility; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inute to, the respective luccessors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Morrigage are for convenience only and arc not to be used to interpret or define the provisions hereof.
- 14. Notice. Except for any notice required under applicable law to the given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail andressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided furein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein of to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall to deemed to have been given to Borrower or Lender when given in the marker designated herein.
- 18. Uniform Manages: Coverning 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 sciency instrument covering real property. This Monages shall be governed by the law of the jurisdiction in which the Property is focated. Withe event that any provision of clause of this Monages or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Monage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Conflict and the Note are declared to be severable.
- 18. Serveuer's Copy. Bostower shall be furnished a conformed copy of the Note and of this Micitgade at the time of execution or after recordation hereof.
- 17 Transfer of the Property: Assumption, if all or any part of the Property or an interest therein is suit in transferred by Borrower without Lender's brior written consent, excluding (a) the creation of a lien or encumbrance subordinate truths Mortgage, (b) the creation of a purchase money security interest of household applicances, (c) a transfer by devise, descent or by interation of law upon the death of a joint renant or (d) the grant of any leasehold interest of three years or less not containing an option to butchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived agreement in writing that the prior to the sale or transfer, Lender and the person to whom the Property is to be sold or ansterred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this Paragraph 12 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note

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

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

to 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, Lander prior to expensively what mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the exten required to cure such breach; (3) a date; not less then 30 days from the date the notice is malled to Borrower, by

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which such breach must be cured, and (4) that failure to care such measured to before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale to the Property. The notice shall further inform Barrower 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 Lander's option may declare all of the sums secured by this Martgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to callect in such proceeding all expenses of foreclosure, including, but not limited to, researable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Derrower's Right to Reinstete. 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 prior to entry of a judgment enforcing this Mortgage if (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fee's, and (d) Borrower takes such action as Lender may reasonably required to assure that the tien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

26. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender, the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereif or abandonment of the Property, and at any time prior to the expiration of any period of redemption following professions sate, Lender, in purson, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of any manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall on applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fires, intermiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver, shall be liable to account only for those rents actually received.

22. Release. Upon payment of all sums sec tred by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Watver of Homestead. Borrower hereby waive, all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mort jage

|   | x Elst A Fold  |
|---|--|
|   | Allene M. Loth   |
|   | LENE 1. OTH -Burning   |
| STATE OF ILLINOIS.  | Cu inity ss:   |
| THE UNDERSTONED   | , a Netzry Public in and for said county and state,                      |
| do hereby certify that ROBERT P_TOTH_AND_FLE                    | IE M TOTH  |
| , per   | sonally known to me to be the same detson(s) whose name(s) is (are)      |
| subscribed to the foregoing instrument, appeared before in      | ne this day in person, and knowledged tha he /lhey) signed and delivered |
| the said instrument as his (their) free and vouluntary act, for | the uses and purposes therein set forth,                                 |
| Given under my hand and official seal, this                     | er 10. 1991  |
| My commission expires: BOBSI ZAWOYSKY                           | 3066 Janoph =  |
| My Commission Engines sensory the 1996                          |  |
| (Space Below Inc.   | Line Reserved For Lander and Recorder)                                   |

PREPARED BY AND RETURN TO: CHAMPION FEDERAL SAVINGS AND LOAN ASSOCIATION ATTN: LOAN VAULT P.O. BOK 127

SLOCKINGTON, 11 61762-6127

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