

# UNOFFICIAL COPY

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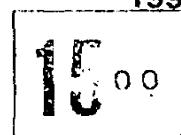
1583896

Form MP-8  
Revised 7/90

## ILLINOIS HOUSING DEVELOPMENT AUTHORITY SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II 1990 Series B, C, and D

### MORTGAGE

285098-2



This instrument was prepared by:  
MARILYN BAMBULA  
(Name)  
CHICAGO, IL 60641  
(Address)

THIS MORTGAGE is made this 5TH day of NOVEMBER 19 91,  
between the Mortgagor, KAREN R. BUCKNER, DIVORCED NOT SINCE REMARRIED,

(herein "Borrower"), and the Mortgagee,  
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS,  
an association organized and existing  
under the laws of UNITED STATES OF AMERICA, whose address is 4242 NORTH HARLEM,  
NORRIDGE, ILLINOIS 60634 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY TWO THOUSAND SEVEN HUNDRED  
AND NO/100 Dollars, which indebtedness is evidenced by Borrower's  
note dated NOVEMBER 5, 1991 (herein "Note"), providing for monthly installments of principal and  
interest, with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 1, 2021.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other  
sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the  
covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to  
Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and  
convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 37 IN BLOCK 5 IN COUNSELMAN'S SUBDIVISION OF THE NORTH 1/2  
OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP  
39 NORTH, RANGE 13 (EXCEPT THE WEST 33 FEET THEREOF) IN COOK  
COUNTY, ILLINOIS.

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16-15-124-008

which has the address of 4441 WEST GLADYS AVENUE  
(Street) CHICAGO  
(City)  
ILLINOIS 60624 (herein "Property Address").  
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents,  
royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now 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".

BOX 333

# **UNOFFICIAL COPY**

NOTICE TO BORROWER: THE PROVISIONS OF THIS ADDENDUM SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN. DO NOT SIGN THIS NOTE OR THIS MORTGAGE UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS.

91533896

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS  
4901 WEST IRVING PARK ROAD  
CHICAGO, ILLINOIS 60641  
ATTN: MARILYN BAMBULA  
"OFFICIAL SEAL"  
"JUDITH WOODS"  
"JOHN B. BROWN"  
"MARGARET BROWN"  
"COURT"

ATTN: MARILYN BAMBULA

STATE OF ILLINOIS,		County ss:
I, <u>Karen R. BUCKNER</u> , a Notary Public in and for said County and state, do hereby certify that KAREN R. BUCKNER, DIVORCED NOT SINCE REMARRIED , personally known to me to be the same person(s) whose name(s) is , subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 25 day of May, 1993 Notary Public Cook County My Commission Expires 3/6/93		

IN WITNESS WHEREOF, Borrower has executed this Mortgage  
Blue Bear

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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 the 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 bills, 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 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 rents, 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 requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 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 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, 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. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and household payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower 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 Borrower 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 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, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid 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 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 receipts 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 is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired thereby, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Borrower. If the Property is abandoned by the Borrower, or if Borrower fails 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 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 installment referred to in paragraphs 1 and 2 hereof or change 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. 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.

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 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 therefore related to Lender's interest in the Property.

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20. Assignment of Rents: Appointee, Lender in Possession, shall have the right to collect and retain such rents as they become payable. To Lender the rents of the Property, provided that Borrower shall retain additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, prior to acceleration under paragraph 18 hereof or abandonment of the Property, and retain such rents as they become payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, by agent or by judicially appointed 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. All 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 and receiver's fees, bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be entitled to receive rents only for those rents actually received.

21. Future Advances. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

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

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

16. Borrower's Copy. Borrower shall be furnished a copy or need copy of the Note and of this Mortgage at the time of execution or after recording hereof.

17. Transfer of the Property. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien on encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

18. Borrower's Copy. Borrower shall be furnished a copy or need copy of the Note and of this Mortgage at the time of execution or after recording hereof.

In this Note Morgagee shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address as Borrower may designate by notice to Lender as provided herein, and (d) any notice to Lender shall be given by certified mail received by Lender as provided herein or to Lender's address as stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Note shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

Morality of ordered by law or equity, and may be exercised concurrently, independently or successively.  
13 Successors and General Liability Capitulations. The conventions herein contained shall bind, and the rights hereunder shall inure to, the respective successors of lender and borrower, and any entity designated by lender, and the successors of borrower, and any entity designated by this mortgagee, and any other person entitled to receive the benefits of this instrument.

afforded by applicable law, shall not be a waiver of the exercise of any such right or remedy. The procurement of insurance afforded by applicable law, shall not be a waiver of other leases or charges by lessor shall not be a waiver of lessors right to accelerate the maturity of the payment of taxes secured by this Mortgage.

**10. Borrower may repledge.** except in case of the time to pay amount of principal or interest due on the sums secured by this Mortgage, the Lender shall not be required to commence proceedings against such successor or trustee to extend the time for payment or otherwise modify amortization of the sums secured by this Mortgage; by this reason of any demand made by the original