

# 91646535

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Mail To: / BOX 353

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MORTGAGE	
THIS MORTGAGE ("Security Instrument") is given on a more	December 9
The mortgager is ADAM F. GRIGUS and ANSA GRI	Andrews is given to
PROSPECT FEOF AL SAVINGS BANK	which is organized and existing
MORTGAGE  11 THIS MORTGAGE ("Security Instrument") is given on A GRY  MARFK, B widow  PROSPECT FEDELAL SAVINGS BANK  UNITED STATES OF AMERICA  under the laws of  ROAD, LOMBARD, IL. 60148  Borrower owes Lender the principal such of  One Hundred Five	whose address is 555 E. BUTTERFIELD. ("Lender")
Borrower owes Lender the principal sure of One Hundred Five Dollars (U.S. \$ 105,000.00	Thousand and No/100
Dollars (U.S. 5	). This debt is evidenced by Borrower's notes for monthly payments, with the full debt, if not
naid earlier, due and payable on	This Security Instrumen
dated the same date as this Security Instrument ("Note"), which provide paid earlier, due and payable on secures to Lender: (a) the repayment of the debt evidenced by the Note	with interest, and all renewals, extensions and
modifications of the Note; (b) the payment of all other sums, with interest, of this Security Instrument; and (c) the performance of Borrowe,'s covena	advanced under paragraph / to protect the security
and the Note. For this purpose, Borrower does hereby morigage, grant an	d convey to Lender the following described prop-
erty located in	
LOT 20 IN BLOCK 10 IN ARTHUR T. MC INTOSH'S 62R	STREET ADDITION IN THE
WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TO	
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK OF P.I.N. 19-15-417-040	OUN'T, HILINOIS, ***
	OUNTY, HILINOIS, A##
	7.0
	0.
	U <sub>K</sub>
which has the address of	CH1CAGO
(Sirer)	[City]
Illinois ("Property Address");	
TOGETHER WITH all the improvements now or hereafter erected o	in the property, and all easements, annurtenances.
and fixtures now or hereafter a part of the property. All replacements and	d additions shall also be covered by this Security

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

ILLINOIS—Single Family—Famile MapFreddie Mas UMFORM INSTRUMENT

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

variations by jurisdiction to constitute a uniform security instrument covering real property.

Form 3014 6/00 (page 1 of 6 pages)

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Section to the section lose by fire, hexards included within the term "extended coverage" and any other hexards, for which Lender requires insurance. This insurance shall be maintained in the amounts and any other hexards, for which Lender requires insurance. This insurance shall be chosen by Borrower subject to the same that the insurance shall be chosen by Borrower subject to the same that the insurance shall be chosen by Borrower subject to the same that the fire the same that the sam

some payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good acceptable to Lender; (b) contests in good acceptable to Lender; (b) contests in good acceptable to Lender; (c) contests in good acceptable in the Lender's opinion operate to a lien an agreement satisfactory to Lender suborters to accure from the bolder of the lien an agreement satisfactory to Lender suborters. Somethy instrument, It Lender determines that any part of the Property is subject to a lien which are the statement acceptable to a lien acceptable to

Chargest Learn. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the charges due discer are received to the charges and impositions attributable to the charges obtain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all increes of amounts to be paid in that macurer. Borrower shall promptly furnish to Lender all increes of amounts to be paid materially. It is not a supplied to the control of the control of

S. Application of Payments.

S. Application of Payments.
Unless applicable law provides oth trwise, all payments received by Lender under the Aote; second, to amounts payable under the Note.

Ligate payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower and held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale as a credit against the sums of the sum of th

The factor had by Lender exceed the amount of amined to be held by applicable law, Lender shall account to Borrower to the amount of the Funds held by Lender at semicinar to pay the Escrow Items when due Lender may so notify Borrower in writing, and, in such case the semicinar to pay the Escrow Items when due Lender may so notify Borrower in writing, and, in such case the semicinar to pay the Escrow Items when due Lender is such in such the deficiency in the semicinary payments, at Lender's sole discretion.

A feeled in an institution whose deposits are insured by a federal agency, instrumentally, or entity instrumentally, or entity in feederal Home Loan Bank. Lender shall apply the Funds to be feeled to an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds and applicable law permits the eartow feelers. In the feelers in pays Borrower interest on the Funds and applicable law permits Lender and applicable law permits Lender as a sequence of the Funds and applicable law permits Lender and applicable law provides otherwise. Unless an agreement and Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement and Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement and Lender in a feeler in a feeler and inserest or earnings and Lender in a feeler in a feeler and inserest or earnings.

The funds are finds, showing credits and debits to the Funds and the purpose that is to the Funds are made. The Funds are pledged as additional security for all arms secured by this Security to the funds are made. The Funds are pledged as additional security for all arms secured by this Security.

The property of the debt evidenced by the Note and Late Charges. Borrower shall promptly pay when due to property and instruct on the debt evidenced by the Note and any prepayment and late charges due under the Note.

The season was an assessment which may attain priority over this Security Instrument as a lien on the Property; if any; (c) yearly hazard or property insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower season due and the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These season due to stock the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These season due to stock the provisions of soverly mortgage loan may require for Borrower's escrow account under the maximum of the season should be season to stock the state of the payment of mortgage insurance premiums. These seasons are also stock to stock the second the maximum of the section are not to exceed the maximum of the section are not to exceed the maximum of the section are not to state and hold Funds in an analysis of the seast amount. If so, Lender may, at any time, collect and hold Funds in an analysis of should remain of funds due on the basis of current data and also and second such as any such that and the and second such that any such that applicable of should remain or an analysis of current data and second such that applicable second such that and second such that applicable of should such as an accordance with applicable law.

CHARGE CONSTITUTE BOLLOMET and Lander coveriest and agree as follows:

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extendering circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or other wise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower (ails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security fostrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts and bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Gorrower requesting payment.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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LISLAMA. MANEE, a widow, personally appeared			
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and covenants contained in this Security Instrument	inel and agrees to the term	TY SIGNAND BELOW, Borrower	
		Other(s) [specify]	
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anch tiade shall be incorporated into and shall amend	ants and agreements of each	the Security Instrument, the coven	
ders are executed by Borrower and recorded together			

- 9. 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.
- 10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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 in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or scale 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 no rover 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.

- 11. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the similar cured 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 seed ed 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.
- 12. Successors and Assigns Bound; 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, torbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent
- 13. 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 charge scallected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduce 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 oved under the Note or by making a direct payment to Borrower. If a retund reduces principal, the reduction will be treated as ( par ial prepayment without any prepayment charge under the Note.)
- 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

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seles permitted by this Security Instrument without further notice or demand on Borrower. Meses sums prior to the expiration of this period, Lender may invoke Secured and also days from the date the notice is delivered or mailed within which Borrower must pay all sums secured energises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

in the function of the control of th Metia prior: written consent, Lender may, at its option, require immediate payment in full of all sums

. manurani this Security Instrument.

minimum and the all pations secured hereby shall remain fully effective as if no acceleration had occurred. However, this The mean of the Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Inpopulation and the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay meet including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably dit (b) curse any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security (a) seem lander all sums which then would be due under this Security Instrument and the Note as if no acceleration had interment; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: desired law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this we seemily instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period wer's alight to Meinstate. If Borrower meets certain conditions, Borrower shall have the right to have

morative: will be given written notice of the change in accordance with paragraph 14 above and applicable law. may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan finance is the "Loss Servicer") that collects monthly payments due under the Note and this Security Instrument. There and may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entry The Note or a partiest in the Note (together with this Security .71 Adaragared robou noiserolecoa lo esso of a collection under paragraph .71

includes Subminnes. Berrower shall not cause or permit the presence, use, disposal, storage, or release The matter will also contain any other information required by applicable law. The necess to which payments should be made.

is negretal residential uses and to maintenance of the Property. Trapery that is in violation of any Environment Law. The preceding two sentences shall not apply to the presence. Many Managan Substances on or in the Properation Sorrower shall not do, nor allow anyone else to do, anything affecting

planery authority, that any removal or other remediation of any Estar lous Substance affecting the Property is necessary. Environmental Law of which Borrower has actual knowledge. If Florrower learns, or is notified by any governmental or programmental or regulatory agency or private party in olving the Property and any Hazardous Substance or aptrower that promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by

Appased in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances personate that promptly take all necessary remedial actions in accordancy with Environmental Law.

in relate to health, tafety or environmental protection. and in the paragraph 20, "Environmental Law" means federal laws and laws of the julisdiction where the Property is located licities and herbicides, volatile solvents, materials containing asbestos or forcaldehyde, and radioactive materials. As by Environmental Law and the following substances: gasoline, kerosene, other lammable or toxic petroleum products, toxic

NON-INIBORM COVENANTS. Bottower and Lender further covenant and agree as follows:

# 22, including, but not limited to, remonable attorneys' fees and costs of title evidence. ing. Londer shall be entitled to collect all expenses incurred in pursuing the remedies provided in seemed by the Security instrument without further demand and may foreclose this Security Instrument ing on actions the date specified in the notice, Lender at its option may require immediate payment in full a-guintence of a default or any other defense of Borrower to acceleration and foreclosure. If the default was between of the right to reinstate after acceleration and the right to assert in the foreclosure prohelia Security Instrument, foreclosure by judicial proceeding and sale of the Pisperty. The notice the fallit of the fallity to cure the default on or before the date specified in the notice may reach in acceleration white, not been than 30 days from the date the notice is given to Borrower, by well a default must encount or agreement in this Security Instrument (but not prior to accelerate a under paragraph 17 

**Welver of Bomestend.** Borrower waives all right of homestead exemption in the Property. without charge to Borrower. Borrower shall pay any recordation costs. Londer shall release this Security Instrument, Lender shall release this Security