

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

1991 JAN 23 AM 11:13

91033963

91033963

(Space Above This Line For Recording Date)

MORTGAGE

\$ 16.00

THIS MORTGAGE ("Security Instrument") is given on January 12, 1991. The mortgagor is Standard Bank & Trust Company of Hickory Hills u/c #4067 dated May 30, 1990 ("Borrower"). This Security Instrument is given to George Washington Savings and Loan Association, which is organized and existing under the laws of State of Illinois, and whose address is 10240 S. Cicero Ave., Oak Lawn, IL 60452 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TEN THOUSAND AND NO/100 Dollars (U.S. \$110,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 1992. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 11 IN JESSICA'S RESUBDIVISION, PHASE II, A SUBDIVISION OF LOT 1, BLOCK 3 AND LOT 16 IN BLOCK 2 AND THAT PART OF VACATED 171ST STREET ADJACENT THERETO, IN ARTHUR T. MCINTOSH AND COMPANY'S SOUTHTOWN FARMS UNIT NUMBER 6, A SUBDIVISION IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 28, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

28-28-301-002-0000

which has the address of 17052 S. Lockwood.....
[Street]
Illinois 60452..... ("Property Address");
[Zip Code] Oak Forest.....
[City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

501 X93

STATE OF ILLINOIS
COURT OF COMMON

Instrument and in any rider(s) executed by Borrower and recorded within.
By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security
Instrument and in any rider(s) executed by Borrower and recorded within.
Standard Bank & Trust Co. of Hickory Hills
as trustee & not personally.(Seal)
.....(Signature)

19. Acceleration; Remedies. Landlord shall give notice to Borrower prior to accelerating following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 below) to provide otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not later than 30 days from the date of default, on or before which the default must be cured; and (d) that failure to cure the notice shall result in the notice may result in acceleration of the sum secured by this Security Instrument, proceeding and sale of the Property. The notice shall further accelerate the date specified in the notice if acceleration of the instrument in full or all sums secured by this Security Instrument without further demand and may release this Security Instrument in full or any other deferral after acceleration and the right to defer in the notice proceeding and sale of the Property. The notice shall further accelerate the date specified in the notice if acceleration of the instrument in full or all sums secured by this Security Instrument without further demand and may release this Security Instrument in full or any other deferral after acceleration and the right to defer in the notice proceeding and sale of the Property. The notice shall further accelerate the date specified in the notice if acceleration of the instrument in full or all sums secured by this Security Instrument without further demand and may release this Security Instrument in full or any other deferral after acceleration and the right to defer in the notice proceeding and sale of the Property. The notice shall further accelerate the date specified in the notice if acceleration of the instrument in full or all sums secured by this Security Instrument without further demand and may release this Security Instrument in full or any other deferral after acceleration and the right to defer in the notice proceeding and sale of the Property. The notice shall further accelerate the date specified in the notice if acceleration of the instrument in full or all sums secured by this Security Instrument without further demand and may release this Security Instrument in full or any other deferral after acceleration and the right to defer in the notice proceeding and sale of the Property.

20. Landlord in Possession. Upon acceleration of the Property under Paragraph 19 or abandonment of the Property under Paragraph 17, Landlord shall be entitled to collect all expenses attorney's fees and costs of title insurance, but not limited to reasonable attorney's fees and costs of title insurance.

21. Receiver. Upon receipt of all sums secured by this Security Instrument, Landlord shall release this Security Instrument without charge to Borrower. Borrower shall pay any recondition costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall all amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. The covenants and agreements of each such rider shall be incorporated into and shall all amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Adjudication Clause(s). (Check applicable box(es))

Adjudicatable disputes Rider
 Cordamatum Rider
 2-4 Family Rider
 Grandparental Rights Rider
 Planned Unit Development Rider
 Other(s) (specify)

UNOFFICIAL COPY

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 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. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation 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 Instrument, 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 shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

94032963

UNOFFICIAL COPY

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security for reinstatement without notice or demand on Borrower.

This Secrecy Instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any or other legal action within 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Secrecy Instrument.

16. Borrower & Co., Borrower shall give Borrower notice of acceleration of all instruments.
 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any
 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural
 person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums
 received by Lender, Security Instruments, however, this option shall not be exercisable by Lender if exercise is prohibited by
 federal law as of the date of this Security Instrument.

13. **Covering Law / Availability / Jurisdiction**, This Security Interim shall be governed by federal law and the law of the jurisdiction in which the Property is located. This Event shall be governed by the provisions of this Security Interim or the Note and the Note may be given effect without the consent of the Noteholder.

mailing it by first class mail unless applicable law requires delivery within a shorter period of time. Any notice given by mail shall be deemed to have been given to the Borrower or Lender when given as provided in this paragraph.

12. **Loan Charges.** If the loan accrued by this section instrument is subject to a law which sets a maximum loan charges, and that law is unconstitutionally interpreted so that the interests or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then, (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any unused balance collected from Barrower which exceeded permitted limits will be refunded by reducing the principal owed under the Note or by making a direct payment to Barrower. Lender may choose to make this refund by reducing the principal owed under the Note or by paying a direct payment to Barrower. If a refund is made, the reduction will be related as a partial prepayment without any premium charged under the Note.

11. **Successor Instruments shall bind and be subject to the Successor and Successor Co-Signers.** The covernotes and agreements of this Security instrument shall bind and be subject to any signs or remedies.

10. Borrower shall not Release; Forbearance by Waller. Extension of the time for payment of such amounts due extraordi-narily does not affect the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such amounts due extraordi-narily, and any application to prorata portions of principal which may be made by the original Borrower or otherwise modify proceedings shall not be deemed to constitute an agreement to release or extend the time for payment of any amounts due extraordi-narily.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offer is paid to Borrower.

the market value of the property divided by the fair value of the proceeds before the taking, minus the amount of the sums received by the lessee.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security instruments, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless otherwise agreed, the sums secured by this Security instrument shall be reduced by the amount of the loss.

any condemnation or other award of damages, direct or consequential, in connection with any proceedings of any court or tribunal, or for convenience in lieu of condemnation, are hereby agreed and shall be paid to [REDACTED]

Insurable items in accordance with Horrower's Lender's written agreement or applicable law.

If Lender requires mortgagor to make a contribution or modification to maintain the insurance in effect until such time as the requirement for liability instruments

UNOFFICIAL COPY

Notary Public

(Seal)

My Commission Expires:

19.....

day of

(the, above, they)

..... executed said instrument for the purposes and uses herein set forth.

(this, here, there)

have executed same, and acknowledge said instrument to be -..... free and voluntary act and deed and that
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
personally appeared
..... a Notary Public in and for said county and state, do hereby certify that

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

UNOFFICIAL COPY

L
72-87-532-L
COOK COUNTY, ILLINOIS

1991 JAN 23 AM 11:13

91033963

91033963

(Space Above This Line For Recording Data)

MORTGAGE

\$ 16.00

THIS MORTGAGE ("Security Instrument") is given on January 12, 1991. The mortgagor is Standard Bank & TRUST COMPANY OF Hickory Hills u/t #4067, dated May 30, 1990 ("Borrower"). This Security Instrument is given to George Washington SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of State of Illinois, and whose address is 10240 S. Cicero Ave., Oak Lawn, IL 60455 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TEN THOUSAND AND NO/100's Dollars (U.S.\$110,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 1992. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 11 IN JESSICA'S RESUBDIVISION, PHASE II, A SUBDIVISION OF LOT 1, BLOCK 3 AND LOT 16 IN BLOCK 2 AND THAT PART OF VACATED 171ST STREET ADJACENT THERETO, IN ARTHUR T. MCINTOSH AND COMPANY'S SOUTHTOWN FARMS UNIT NUMBER 6, A SUBDIVISION IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 28, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

91033963

28-28-301-002-0000

which has the address of 17052 S. Lockwood, Oak Forest, IL 60452. ("Property Address"); (Street) (City) (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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.