

# UNOFFICIAL COPY

A.T.G.P.  
BOX 370

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RECEIVED RECORD 216  
RECORDED BY COOK COUNTY RECORDER  
03/06/71 11:13:00  
160-161-525

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## MORTGAGE

7148534

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 28**  
**1991**. The mortgagor is **WILLIAM R. FITZGERALD AND**  
**PATTI J. FITZGERALD, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **ARGO SAVINGS & LOAN ASSOCIATION,**  
**A FEDERAL SAVINGS & LOAN ASSN.** which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is  
**7600 WEST 63RD STREET**  
**SUMMIT, ILLINOIS 60501** ("Lender").  
Borrower owes Lender the principal sum of  
**ONE HUNDRED TWENTY THOUSAND AND NO/100**

Dollars (U.S.\$ **120,000.00**). 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 **MARCH 1, 2021**. 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 13 IN BLOCK 5 IN PALOS GARDENS, A SUBDIVISION OF THE NORTH 829.50 FEET OF THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

REC'D BY  
Cook County Clerk's Office

24-32-107-002

which has the address of **6255 WEST 127TH PLACE**  
(Street)

**PALOS HEIGHTS**  
(City)

Illinois **60463**  
(Zip Code) ("Property Address")

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

**ILLINOIS - Single Family FNMA-FHLMC UNIFORM INSTRUMENT**

**Form 3014 12/83**  
**Amended 6/87**

**SAN MORTGAGE FORMS C-01-293 (10-83) C-080623 (2-83)**

**UNOFFICIAL COPY**

**DIA** COPY  
ARGO SAVINGS & LOAN ASSOCIATION,  
FEDERAL SAVINGS & LOAN ASSN.  
9600 WEST 63RD STREET  
SUMMIT, ILLINOIS 60501

RECORD AND RETURN TO:

SUMMIT, ILLINOIS 60501

#### **ARGO SAVINGS & LOAN ASSOCIATION**

CHIEF CLERK  
DEPARTMENT OF STATE  
NOTARY PUBLIC STAFF OF ILLINOIS  
THE COMMISSIONER OF EXP. JUNE 4, 1992

16 61' *longif* 10 Aug 19

signed and delivered the said instrument as

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

• personally known to me to be (the same person(s) whose name(s))

do hereby certify that WILLIAM R. FITZGERALD AND  
PATRI J. FITZGERALD, HUSBAND AND WIFE

**a Notary Public in and for said county and state.**

County 555 Lark

STATE OF ILLINOIS.

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Space Below This Line For Acknowledgment

--Borrower  
--(Scriber)

**Borrower** \_\_\_\_\_  
**(Seal)** \_\_\_\_\_

PATRI J. FITZGERALD/HIS WIFE  
SCROLL BORROWER

WILLIAM R. FITZGERALD  
SCROLL BORROWER

**BY SIGNING BELOW, BORO-AIR AGREES TO THE TERMS AND CONVENTIONS CONTAINED IN THIS SECURITY INSTRUMENT** and in any rider(s) executed by Borrower and recorded with it.

- Adolescents' Basic Rider**
  - Cordominium Rider**
  - 1-4 Family Rider**
  - Planned Unit Development Rider**
  - Graduated Payment Rider**
  - Other(s) [Specify]**

**22. RIDERS TO THE SECURITY INSTRUMENT.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judiciable appointmentee) 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. Any rents collected by Lender or the receiver shall be applied first to payment of the debts of the receiver, and then to the payment of all sums accrued by him security for the sum unpaid on account of the Property.

21. Recovery; Bonds and Reasonable Attorneys' Fees. and them to the sums accrued by him security for the sum unpaid on account of the Property.

22. Waiver of Marshaled Securities. Unless all rights of marshaled securities in the Property

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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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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.

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand of Borrower, except as provided by law. Borrower shall have the right to demand payment of certain conditions. If Borrower fails to pay any of these sums within the period specified, Lender may invoke any remedy available under this instrument to pay these sums prior to the expiration of this period, except as provided by law.

13. **Governability Law; Severability.** This Security Instrument shall be governed by, construed law and the law of the jurisdiction in which the property is located. In the event that any provision of clause C 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.

14. **Borrower's Copy.** Borrower shall be given one conforming copy of the Note and of this Security Instrument.

15. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Note and of this Security Instrument is sold or transferred (or if a beneficial interest in Borrower, however, this option shall not be exercised by Lender) to any natural person without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if Lender is in sole or joint possession of the property or if Lender may, at his option, exercise his right to require immediate payment in full of all sums secured by this Security Instrument.

13. Legislation Affection Lender's Rights. If enactment of a section of applicable laws has the effect of rendering any provision of the Notice or this Security instrument ineffective according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies permitted by paragraph 19, if Lender shall take the steps specified in the second paragraph of this Agreement.

14. Notices. Any notice to Borrower provided for in this Section shall be delivered by delivery of a copy of the mailing by first class mail unless otherwise directed by Borrower, or by notice to Lender, to Lender's address given by first class mail in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. **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 loans charged collected or to be collected in connection with the loan is excessive under the Note, the creditor may choose to make this demand by reducing the principal owed under the Note or by making a direct payment to Borrower. If a reduced demand will be treated as a partial prepayment without any prepayment charge under the Note.

Upon delivery to the undersigned and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the maturity payment received by the undersigned, whether or not timely made.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date

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 due, with any excess paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

11. Lender's regular monthly installments shall pay the premium required to maintain the insurance coverage as a condition of making the loan secured by this security instrument; Borrower shall pay the premium required to maintain the insurance coverage in effect until such time as the requirements for the termination of the agreement or assignment of the property, or for conveyance in lieu of condemnation, are hereby satisfied and shall be paid to Lender.

12. Condemnation of any part of the Property, or for conveyance in lieu of condemnation, are hereby given Borrower notice in accordance with Borrower's written agreement or stipulation regarding repossessing the property if Lender's claim for damages, direct or consequential, in connection with any condemnation or other taking of any award of the Property, or for conveyance in lieu of condemnation, are hereby given Borrower notice in the time of prior to an inspection or claim for damages, direct or consequential, caused for the repossession.

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## 1-4 FAMILY RIDER Assignment of Rents

This 1-4 FAMILY RIDER is made this 28TH day of FEBRUARY 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ARGO SAVINGS & LOAN ASSOCIATION, A FEDERAL SAVINGS & LOAN ASSN. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6255 WEST 127TH PLACE, PALOS HEIGHTS, ILLINOIS 60463  
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicletly appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

WILLIAM R. FITZGERALD

(Seal)

-Borrower

PATTI J. FITZGERALD

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

24-32-107-002

RECORD AND RETURN TO:  
ARGO SAVINGS & LOAN ASSOCIATION,  
A FEDERAL SAVINGS & LOAN ASSN.  
7600 WEST 63RD STREET  
SUMMIT, ILLINOIS 60501 A.T.G.F.  
BOX 370

DPS 060

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