01-60634-02

\$15.00

91150094

This instrument was prepared by:

RICHARD J. JAHNS

5133 W. FULLERTON AVENUE

CHICAGO, IL 60639

MORTGAGE

to the second second	CHERYL'H' BRADFORD, HUSBAND AND WIFE	
7		
herein "Borrower"), and	the Martagee CRAGIN FEDERAL BANK FOR SAVINGS	
corporation organized an 1133 WEST FULLERT	od existing under the laws of the UNITED STATES OF AMERICA, whose address ON - CHICAGO, IL 60639 (herein "Lender").	is
WHEREAS, Norrowe	er is indebted to Lender in the principal sum of	=
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	s is ovidenced by Borrower's note dated MARCH 11, 1991	
herein "" Note"), province coner paid, due and payable	for monthly installments of principal and interest, with the balance of the indebtedness, if	not
payment of all other sums Mortgage, and the performa- of any future advances, wi	der (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, to s, wit interest thereon, advanced in accordance herewith to protect the security of the ance of the covenants and agreements of Borrower herein contained, and (b) the repayment interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (here ower does hereb) profigage, grant and convey to Lender the following described proper COOK, State of Illinois:	his ent ein
ND VACATED MEADOW R	ET OF LOT 5 IN BOCTH'S RESUBDIVISION OF LOTS 18, 19 AND 20 IN RAVINE BLUFF'S ROAD SOUTH OF THE (OLT') LINE EXTENDED ON LOT 17 IN RAVINE BLUFF'S WITH LOT 6 IF ILLE'S SUBDIVISION IN GLENCOE, AS PER PLAT RECORDED FEBRUARY 8, 1915 AS E VILLAGE OF GLENCOE, COO'L COUNTY, ILLINOIS.	4
ERMANENT INDEX # 05	DEPT-01 RECORDING - 74333 TRAN 8886 04/03/91 +8391 + C *- 91-15 - COOK COUNTY RECORDER	15) (3) (
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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 decimed to be and remain a part of the property covered by this Mortgage; and all of the loregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

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

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Mortgage, or il any action or proceeding is commenced which materially affects Lender's interestiving the Property.
Mortgage, or il any action or proceeding is commenced which materially affects Lender's interestiving the Property, or arrangements for proceedings, but not limited to, eminent domain, insolvency, or arrangements for proceedings, but not limited to account then benefit and in a proceedings, but not limited to account a proceedings, but not limited to account and take such action as is necessary to protect, including, but not, ilmited to, disbursement from and take such action as is necessary to protect, including, but not, ilmited to, disbursement from a such as a not only upon the Property to imake repairs. Il Londer 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 insurance in election until such time as the requirement for such insurance terminates in accordance with Borrower's and

Decrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property in good repair and shall not commit waste or permit impairment or deteriorations of any lease if this Mortgage is on a leasehold. It this Mortgage is on a under the arrower's obligations under the decision of convenient or planned unit development, Borrower shall perform all of Borrower's obligations under the decision or planned unit development, and constituent developments, its conforminium or planned unit development, and recorded together with this Mortgage, the convenents and agreements of conforminium or planned unit development, and constituent decuments. If a conforminium or planned unit development, and constituent decuments, it a conforminium or planned unit development, and constituent decuments and agreements of plants and agreements of this Mortgage as it into any part flored.

The rider were a part flored.

Unless Londer and Borrower otherwise agree in writing, any such application of proceeds (1 to date of the cot or change the extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 1 to the property is acquired by Londer; all right, title and interest of impount of query installments. It under paragraph 18 hereof the Property is acquired by Londer; all right, title and interest of impount of the control resulting from damage to the proceeds thereof resulting from damage to the proceeds thereof the course of the property is soil to the proceeds the course of the course

Unless Lender has been and borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair to the Property damaged, provided such restoration or repair is economically feasible or it the security of this Mortgage is in a secured by impaired, the conformation or repair is not economically feasible or it the secured shall be applied to the sums secured by this Mortgage, who is excess, it say, paid to the sums secured by this Mortgage, who is excess, it say, paid to the sums secured by the first the Property is abandoned by Borrower that the insurance carrier offers to settle a data to insurance bonelits, bonder is sutherned by Lender to Borrower that the insurance carrier offers to settle a data to insurance bonelits. Lender is sutherned to collect and apply the insurance proceeds at Lender's option either to respond to repair of the Property for the sums secured by this Mortgage.

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simpliff, all such coverage exceed that amount of doverage requirecting unautence over the such coverage required to a provided, the insurance examined the insurance remained the chosen by Borrower subject to approve and not be unreasonably withheld. All premiult. ... insurance policies shall be paid in the manner that such manner and insurance policies shall be paid in the manner or insurance policies shall be paid in the manner to Fortower making payment, when due, directly to

Proporty or, any part thereot.

The improvements now existing or hereafter erected on the Property and against loss by fire, hazards included within the term extended coverage," and such other hazards as Lender may required and the such other hazards as Lender may required has included and for such periods as Lender may required has been aball not require that the such coverage exceed that amount a coverage required may the such secured by this Mortgage? We smount of coverage required the such secured by this Mortgage?

The Property which may sitain a privity over this Mortgage, and leasehold payments or ground rempailions attributable to property which may sitain a privity over this Mortgage, and leasehold payments or ground rents, it and the payment, when due, mainer, by Borrower mailing payment, when due, mainer, provided under the payment, when the contest of amounts due under this paragraph, and could be payment the over that promptly furnish to Lender all notices of amounts due under this paragraph, and in the over that Borrower shall make payment diencity, Borrower shall promptly furnish to Lender teaching payments dienced payment and the contest shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall promptly discharge any such lies as Borrower shall agree, in writing to the payment of the payment seconds and the payment of the payment seconds and the payment of the payment of the payment seconds are the payment of such seconds in a manner seconds. Or shall in good (sith contest such lien in a manner seconds.)

Lander sat the time of applicanon as a credit against the sums secured by this Mortgage.

3. Application of Pa tronts. Unless applicable law provides otherwise, all payments received by Lender the Mote and Sparagraphs 1 and 2 lereot shall be applied by Lender first in payment of amounts payable to Lender by Borrower first in payment of the Mote, and then to the principal of the Mote, and then to interest payable on the Mote, then to the Mote, and then to the principal of the Mote, and then to interest payable on the principal of any Futt. A wantes.

Upon paymer. ". (uil of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funder held by Lender, is otherwise acquired by Lender, Lender

Citi fine amount of the Funds held by Lendor, together with the future monthly installments of Funds payable prior to the ode Maies of issas, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, seather promit we repaid \$16, 300 trower's option, souther promit we repaid \$16, 300 trower or credited to Borrower on monthly installments of Funds. If the amount of the Funds seather promit we repaid \$16, 300 trower or credited to Borrower on monthly installments of Funds. If the amount of the Funds seather broad to remis as they fall due, found from as a fine funds. If the amount of the fall of the found from the date notice is a shall not be sufficient to promit necessary to make up the deliciency within 30 days from the date notice is mailed by Lender to operower requesting payment thereof.

sacessments, lineurance premiums and ground rents, Lender may not charge for so holding and applying the Funds, essessments, lineurance premiums and ground rents, Lender may not charge for so holding and applying the Funds, and applying said assessments and bills, unless Lender pays Borrower interest on the line and bills, unless Lender may agreement is the time and bills, unless the line and interest in writing as the time and bills, unless the line and interest on the Funds shall be paid to Borrower, and unless such agreement is made or specificable law requires and interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires and interest or destraints of the Funds shall give to Borrower, without charge, an annual accounting of the Funds shall give to Borrower, without charge, an annual accounting of the Funds shall security for the Funds and the Funds and the Funds and the Funds and botte for its and debits for the Funds and the Funds and the Funds and by this Morrgage.

Experience on the day monthly installments of principal saw or to a written waiver by Lender, Borrower shall be yestly taxes are payable under the Mote, until the Mote is paid, and interest are payable under the Mote, until the Mote is paid, seam (therein "Flunds"), equal to one-twellth of the yearly taxes and estecsments which may attain priority over the Motegage, and ground rents on the Peoperty, it any, plus one-twellth of yearly premium intallments for mortgage insurance, if any, all as reasonably estimated in an investing the pasts of assessments and bilts and reasonable estimated thereof.

The Funds is a free finely premium intallments of and bilts and reasonable estimated by Lender on the basis of assessments and bilts are insured or guaranteed by a federal or assessments. The Funds is an institution the deposits or accounts of which are insured or guaranteed by a federal or apply and to the Funds in an institution in an institution of a second of and insured or guaranteed by a federal or and institution in an institution of a second in a second or an insurance.

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

"Time a whon due the principal of and interest." Borrower shall promptly pay whon due the principal of and interest on the indebtedness pevidenced by the Mortgage.

"On any iffuture Advances secured by this Mortgage." The charges as provided in the More, and the principal of and interest on the charges as provided in the principal of and interest on the principal of any princi

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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 therefor related to Lender's interest in

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and

shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by the Mortgage.

: Unless Londer and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due call of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower No. R Heased. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Le. der to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commonce proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by

reason of any demand made by the riginal Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law stall not be a waiver of or preclude the exercise of any such right or remedy. The

procurement of insurance or the payment, taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtednes, secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or

remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; logic and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall have to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All or cenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgag. are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such price by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Berrower as provided herein. Any notice provided in this Mortgage shall be deemed to have been given to

Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to consultate a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable,

16. Borrower's Copy, Borrower shall be furnished a conformed copy of the Not, and of this Mortgage at the time of

execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower "without, Lender's prior written consent, excluding (a) the creation of a lien or in umbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant-or (d) the grant of any leasthold interest of three cars or less notpurchase, Lender may, at Lender's option, declare all the sums secured by this Mortgag. to to immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactor, to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Linder has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a witten assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note,

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may,

without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Accoloration: Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant of agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration, and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration, and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

^{*} or if Borrower ceases to occupy the property as his/her principal residence

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of homestead exemption in the Property.	Walver is seven of Homes of c. Borrower hereby waiver all right
	22. Release, Ut in pyment of all sums secured by this Mort Borrower, Borrower shaw pay "I costs of recordation, it any.
to protect the security of this Mertgage, exceed the priginal	ocononia si peopara de su locale de la local de la loc
	Euture Adva 2c. s. c. Borrower: Such Future Advances, with interest promissory note 1. s. ing that said notes are secured hereby, At no the
	21. Fulu Advances. Upon request of Borrower, Lender, st
in the first of the first first	anms socured by this Morigage, Lender and the receiver shall be liable
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	enter upon, take pessession of and manage the Property and to collec-
	Upon peceleration under paragraph 18 hereof or abandonment period of redemption following judicial sale, Lender, in person, by a
d that Borrower shall, prior to soceleration under paragraph by the sind such rents as they become due and payable	Borrower hereby assigns to Londer the conts of the Property, provide as the real or abandonment of the Property, have the right to collect as
Lender in Possession, As hadditional security in Recounter,	goeglerollon thad gogurred. Ronts: Appointment of Receiver:
secured hereby shall remain in full force and effect as it mo	payment and oure by Borrower, this Mortgage and the obligations a
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to and the September of the first of the fir	enfording Lender's remedies as provided in paragraph 18 hereof. 1
	expenses, incurred to by Lender in enforcing the covenants and ag
any, had no acceleration cocurred; (b) Borrower , nures all	prior, to entry of a juogment enforcing this Mortgage in (a) norre- filis, Mortgage, the Note and notes securing Future Advances, if breaches of any other covenants or agreements of Borrower con