### UNOFFICIAL COPIN Strument was prepared by:

LaVonne Weston (Name)

APR 0 5 1991

91153984 1723 Roosevelt Rd. (Address)

#### MORTGAGE

Broadview, Il 60153

THIS MORTGAGE is made this 3rd day of April
ua 91 hannaan ina Mariannar Lillian T. Bachleda, widow
(herein "Borrower"), and the Mortgagee Blazer
Financial Services, Inc.  (herein "Borrower"), and the Mortgagee. Blazer a corporation organized and existing
under the laws of 11110015 whose address is 1/42. NOUS.EVELT
Road, Broadview, Illinois, 60153 (herein "Lender").
WHEREAS, Borrower is indebted to Lender under an Adjustable Rate Open End Credit Agreement and Note dated April.
3. 1991 (herein "Note") with an initial Credit Limit of TWELYE. Thousand
nitial advance of Ninety-seven Hundred Dollars (\$. 12,000.00
nitial advance of Nanety-seven Hundred
Dollars (\$ 9.700 , 0.0
and against which Borruw it may draw and Lender is obligated to make advances from time to time to the full amount thereof, and
repayments will replenish " > c edit limit pro tanto so that the total amount that may be lent under the Note may exceed the credit limit but
not at any one time, providing for it onthly payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due
and payable 20 years from the data thireof;
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, the payment of all other sums, with interest hereon, advanced in accordance herewiln to protect the security of this Mortgage, and the performance of the covenants and
agreements of Borrower herein contained. T. d. D) the repayment of any future advances, with interest thereon, made to Borrower by
ender pursuant to paragraph 21 hereof (heroin "Future Advances"), Borrower does hereby mortgage, warrant, grant and convey to
ender and Lender's successors and assigns the following described property located in the County ofCQQK
0-

Lot 15 in Block 51 in Grant Localitive Works Addition to Chicago, Subdivision of Section 21, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Parcel No. 16-21-230-031

32076738 TRW REAL ESTATE LOAN SERVICES **SUITE #1015** 100 N. LaSALLE **CHICAGO, IL 60602** 

DEPT-01 RECORDING

\$15.29

the contraction of the contracti T#3333 TRAN 9043 04/05/91 09:23:00 #8654 # C #-91-153984 COOK COUNTY RECORDER

#### 91153984

which has the address of 1530 S 4	8th Ct.	Cicero
	(Street)	[City]
Illinois, 60650 (herein "P	roperty Address");	
ovalties, mineral, oil and gas rights and profits, w	vater, water rights, and water sto property covered by this Mortgi	perty, and all easements, rights, appurtenances, rents, ock, and all fixtures attached to the property, all of which age, and all of the foregoing, together with said property to as the "Property".
Borrower covenants that Borrower is lawfully so	eised of the estate hereby conve	yed and has the right to mortgage, grant and convey the
Property, that the Property is unencumbered, unl	ess checked here , in which c	ase this instrument is subordinate only to a Mortgage or Bank
		recorded in Book
		all claims and demands, subject to any declarations, title insurance policy insuring Lender's interest in the
Property.		- 2 4

# **UNOFFICIAL COPY**

LRer	Ind official seal, this \$1.d.  August 16, 1993  ICI AL SEALT  ON EPPERS 8-16-93	My Commission ant Inss:
free and voluntary act, for the uses and purposes therein set forth.		munishi bise edi berevileb
bns bengleefi2 farit begbelwonlas bns "nosneq ni yab eint em e	ing instrument, appeared belore	subscribed to the forego
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hieda, a widow	Lilian I. Back	tarify that
, a Motary Public in and for said county and state,	d.J. Mithcell	r
:ss yinuo	Cook	SIONITI 40 BLATE
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Fillian T. WachledaBonower	ri C	des 5 1 pages

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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## UNOFFICJĄL ÇQPY.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by

this Mortoace

2. Funds for Taxes and Insurance. Subject to applicable law or to a waiver by Lender. Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus onetwelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on 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, if any, are pledged as additional security for the sums secured by this Mortgage, and are held by Lender as a creditor and not as a trustee.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments.

insurance premiums and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to make up the deliciency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. It under paragraph 18 nercof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the srile of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs

1 and 2 hereof shall be applier. By Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, and then to interest and the principal co. he Note.

to interest and the principal on the Note.

4. Charges; Liens. Borrower shall play all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortglagri, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such playments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance, Borrower shall keep the improvements now existing or hereafter greated on the Property insured against loss to

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that the court shall not require that the amount of such coverage exceed that amount of

coverage required to pay the sums secured by this Morto in a.

The insurance carrier providing the insurance shall be on one by Borrower subject to approval by Lender; provided, that such approval

shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

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

Unless Lender and Borrower otherwise agree in writing, insurance pioner as shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such

restoration or repair is not economically feasible or if the security of this Mortzane would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower, if the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply through insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceer's to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or charge to amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall vass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Lesseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or unlanned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or covering the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Monte (ge. the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreement of this Monte agreement. the rider were a part hereof

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not the ender at Lender's option, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect ender's interest, including, but not limited to, disbursement of reasonable attorney's lees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with

Borrower's and Lender's written agreement or applicable law.

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 the Property.

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

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22. Release. Upon payment of all sums secured by this Mortgage and fermination of the account created under the Mote, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower.

22. WAIVER OF HOMESTEAD. Borrower hereby waives all right of homestead exemption in the Property.

regorns, and the continued of the current of the cu

written essumption agreement is capted in writing by Lender shall mail Borrower nomes not consumption as the hote.

If Lender exercises such option is decelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a york of not less than 30 days from the date the notice is mailed within which Borrower may pay the acceleration fermedes. Such notice any namedate permits, or paragraph 17 hereof, upon Borrower's detault under the ferme of the Adjustable fitted on Borrower's detault under the ferme of the Adjustable fitted on Borrower's detault under the ferme of the Adjustable fitted on Borrower's detault under the ferme of the Adjustable fitted on Borrower's detault under the ferme of the Adjustable fitted on Borrower's december of the ferme of the such secondary fitted for the ferme of the ferme of the former as provided in paragraph 17 hereof, upon Borrower's december of the ferme ferme secondary (2) the adjoint regime such secondary (3) that failure to cure auch breach notice the december of the ferme ferme such secondary (3) that ferme ferme souther the ferme ferme

by applicable law, airsil not be a waiver of or preclude the avarcise of any such right or temedy. The procurement of instead or preclude the avarcise of any such right or temedy. The procurement of the indebtedness or such right or precleters the maturity of the indebtedness secured by this Mortgage or shorted. All remedies provided in this Mortgage are district and cumulative to any other right or remedy under this Mortgage or shorted by the species occurrently independently or successively.

Its Mortgage or shorted before any and are decreased and several before and genemanis herein containing the species occurrently and are decreased and species and several before any other species and several before any other species of the respective successors and several. The captions are in the provisions of the species of the

Borrower and Borrower's successors in interest.

11. Forbestance by Lender Not a Waiver. Any forbestance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable isw, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes to other liens or charges by Lander shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness.

granted by Lender 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 commence proceedings against such successor or refuse to extend time for payment or offservise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original med. Extension of the time for payment or modification of amortization of the sums secured by this Mongage