UNOFFICIAL COPY / STO

RECORD & RETURN TO: BLOCK & COMPANY INC. 5 MARKER SQUARE COURT LAKE FOREST, II

A.T.G.F. 20X 370

THIS DOCUMENT PREPARED BY:

SIMONE UEHLEIN

91209671

WMC#185496

[ Space Above This Line For Recording Data ]

#### **MORTGAGE**

APRIL 18 THIS MORTGAGE, ("Security Instrument") is given on 19 91 . Them of provid MATTHEW J RODDY AND REBERAH V RODDY, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to WM. BLOCK AND COMPANY, INC.

ITS SUCCESSORS AND/OR ASSIGNS

which is organized and existing ander the laws of

THE STATE OF ILLINOIS

FIVE MARKET SQUARE COURT

LAKE POREST, IL 600/5

("Lender")

Borrower owes Lender the principal sur of ONE HUNDRED FORTY THOUSAND AND 00/100

Dollars (U.S. 140,000.00

3. This debt is evidenced by Berrawer'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 MAY 1, 2021

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, advance (ur dr) paragraph 7 to protect the security of this Security Instrument; and in COOR
IN THE (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 of scribed property located in County, Illinois:

LOT 10 AND THE NORTH 1/2 OF LOT 11 IN DLOCK 3 ON GOLEE'S RESUBDIVISION OF ELOCKS 4, 5 AND 8 IN CHASE AND PITHER'S ADDITION TO EVANSTON OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 AND THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE NORTH 71 1/2 FEET) IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, PAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINCIS.

PIN NO.10 24 209 027 0000

OI PEOPROTHS

T45555 TR/N 9710 05/03/91 16:39:00

#3770 # E \*-91-209671

COOK COUKE SECORDER

which has the address of 1122 DEWEY AVENUE (Street) 60202

EVANSTON (City)

[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 Page 1 of 4 Pages Initials WAJK

FORM 3014 12/83 Amended 5/87

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## UNIFORM COVENANTS FOR WORLD FOR COVENANTS FOR WORLD FOR COVENANTS FOR WORLD FOR COVENANTS FOR COVENA

1. Payment of Principal and Interest; Prepayment and Late Charges. Sorrower 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 martgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the hasis 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 fincluding 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 he a charge for purposes of the preceeding 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 ascrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, lither 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 / v? of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Londer, If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the All of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against Lie Aums secured by this Security Instrument.

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: inc., 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; Lians. Borrower stall pr., 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 mann' or provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed phyment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes the expansions directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which 'a', 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, i gai proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the incompanies from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Socially Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Leader 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 eracted on the Property insured against loss by fire, hazards included within the term "extended coverary," and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for one periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Let der", 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 the promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give provent 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 occurrently feasible or Lender's security would be lessoned, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess pair 12.9 prower. 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 a restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will be give

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 Sorrower secured by this Security Instrument. Unless Sorrower and Lender agree to other terms of payment, these amounts shall be 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 required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

- 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 nettle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is just his vized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Let de and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due dat 1 of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrower if ot leleased; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization it the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not oprivate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to compande proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrowar's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Gability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the nuccessors and essigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is or signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the lender of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regar. To the terms of this Security Instrument or the Note without that Borrower's consent.
- 12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum foan charges, and that law is finally interpreted so that the interest wighter loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any survis already collected from Borrower which exceeded permitted limits and (b) any survis already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to under the Note or by making a direct payment to Borrower. If a refund dry is principal, the reduction will be treated as a partial propayment without any prepayment charge under the Note.
- 13. Legislation Affecting Lender's Rights. If enactment or expirer on of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable sect rdin 1 to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument or dimay invoke any remodies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps at collect in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for an this Security Instrument strall be given by delivering it or by meiling it by first class mail unless applicable law requires use of another method. The notice to half be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Le Per shall be given by first class shall to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender with any own as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and it claw of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Whote which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument or did not are declared to be severable.
  - 16. Borrower's Copy. Sorrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander 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 on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (a) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as it no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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19. Acceleration; Romedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lander 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 judicially appointed receiver) 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 costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attomeys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

Of Colling Clark's Office

#### 1-4 FAMILY RIDER

LOAN NO. 185496

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 18TH day of APRIL . 19 91, 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 WM. BLOCK AND COMPANY, INC., ITS SUCCESSORS AND/OR ASSIGNS (the 'Lender') of the same date and covering the property described in the Security Instrument and located at:

1122 DEWEY AVENUE EVANSTON, IL 60202

[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 PROFERTY; 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 LEGIS. 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 Coverant 5.
  - D. "BORROWER'S RIGHT TO KEINSTATE" 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 eases, 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 uncount onally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to office 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 transferred 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 Instrumer.; (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 set that would prevent Lender from exercising its eights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property Sefore or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time the else breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assembles 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 by reement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies parameted by the Security Instrument.

91203671

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

Matter J Roddy	(Seal)
MATTHEW J RODDY	-Bonner (Scal)
REBEKAH V RODDY	(Scal)
	(Scal)
	-Вахгания
	(Scal)
	-Волони
A.T.G.F. EOX 370	



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