

# UNOFFICIAL COPY

COOK COUNTY ILLINOIS  
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(Space Above This Line For Recording Data)

LOAN NO. 011887842

\$ 16.00

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 23, 1991** by **GUS DUNBAR AND MICHELLE DUNBAR, HIS WIFE**

The mortgagor is  
("Borrower").

This Security Instrument is given to **ST. PAUL FEDERAL BANK FOR SAVINGS**, which is organized and existing under the laws of the United States of America, and whose address is **6700 W. North Avenue, Chicago, Illinois 60635** ("Lender"). Borrower owes Lender the principal sum of

**FORTY FIVE THOUSAND, ONE HUNDRED AND NO /100- Dollars**  
(U.S. **45,100.00**). 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 **JUNE 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 39 IN BLOCK 3 IN A.O. HAWHE'S SOUTH PARK SUBDIVISION OF THE SOUTH WEST QUARTER OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER AND THE NORTH THREE QUARTERS OF THE EAST HALF OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #20-22-410-010

265761  
MTC

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which has the address of  
("Property Address");

6823 S ST LAWRENCE CHICAGO IL 60637

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

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

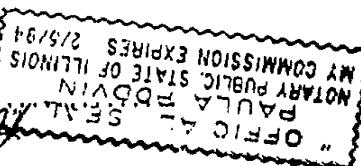
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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HK  
GUS  
DUNBAR 011887842

MICHAEL J. O'CONNOR  
ST PAUL FEDERAL BANK FOR SAVINGS  
6700 W NORTH AV  
CHICAGO, IL 60635

This instrument prepared by:



My commission expires: 2/5/94

Given under my hand and official seal, this 23rd day of March, 1991.

• personally known to me to be the same person(s) whose name(s) \_\_\_\_\_  
\_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_  
\_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ for the uses and purposes therein

GUS DUNIBER and MICHAEL DUNIBER, Als wife do hereby certify that

State of Illinois  
County(s):  
Date:

*Wachalla & Company*

GUS DUNNELL R. BROWNE  
(SAC)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Agreement and in my ledger, recorded with it.

- Adjustable Handle Rider
- Grandmumium Rider
- Promised Unit Development Rider
- 2-4 Family Rider

**Agreement to the Terms and Conditions** The customer agrees to the terms and conditions set forth in this Agreement, including the Addendum(s) and any other documents referred to herein.

22. **Value of Household Charms** to Borrower. Borrower wills all right of homestead exemption in the property.

Costs of maintenance of the property and collection of rents, including, but not limited to, receiver's fees, and those incurred by the trustee in the administration of all sums received by this trustee for the benefit of the beneficiaries.

Prior to the experiment of redemption following judgment, Leinster (in person, by agent or by judgment) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the

provided to cover all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to reasonable attorney's fees and costs of title evidence.

modifications to the right to receive compensation when the original owner of the property dies or becomes incapacitated. It is often used in estate planning to ensure that the property remains in the family or is passed on to a specific individual.

After the notice period has lapsed, the lessor may give notice to cure the defect or terminate the lease if the defect remains uncorrected.

19. Acceleration: Remedies. Under such a mode of government, there would be no power to accelerate the execution of laws.

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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. 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 amounts payable under paragraph 2; second, 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 obligation 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 to retitle 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.

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.

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13. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the jurisdiction in which the property is located. In the event that any provision of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note can be given effect without affecting the conflict.

14. Notifies. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless otherwise required by law or by first class mail to Borrower's address provided for in this Security Instrument or by telephone to Borrower at any other number provided for in this Security Instrument.

13. **Loans Charges.** If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded partial repayment without any charge under the law will be reduced to Borrower. If any such loan charge is reduced under the law to zero, it will be recharged to Borrower. Lender may choose to make this refund by reducing the principal owed to him or by permitting him to prepay his debt in full. If all sums secured by this Security Instrument and may invoke any provision of this Note or this Security Instrument 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 exercises this option, Lender shall take the steps specified in the second paragraph of this section.

11. Successors and Assignees of joint and several liability; Co-Shares. The cover agreements and agreements of this Security instrument shall bind and succeed to the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's co-ventures and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable to the cover agreements of Lender and Borrower and subject to the terms of this Security instrument, which regard to the terms of this Security instrument or the Note without  
modifying, forbear to make any accommodation, and (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security instrument, and (d) agrees that Lender and any other Borrower may agree to pay that Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay that Borrower's interest in the Property under the terms of this Security instrument only to mortgagc, grant and convey instruments but does not execute the Note; (c) is co-signing this Security instrument only to mortgagc, grant and convey instruments of this Security instrument, and (d) is co-signing this Security instrument only to the cover agreements of Lender and Borrower, and severall.

is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sale of the Security Instrument, whether or not then due.

Unless Lender is secured by this Security Agreement, 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 such payments.

18. **Borrower Not Released.** Forbearance by Lender Not a Waiver. Extension of the time for payment of principal or interest or other amounts due by Borrower does not release Lender from any liability for payment of principal or interest or other amounts due by Borrower.

modelization of Arrears. Securitization of the sums secured by this Security Instrument grants to Lender to any successor in interest or otherwise in interest of the original holder of the original debt.

19. **Borrower's Successor.** Borrower's Successor by Assignment. Assignment by this Security Instrument by Lender to any successor in interest of the original holder of the original debt.

leverage shall not be required to make a timely payment of any sum due under this Security Instrument by reason of any demand made by the original Borrower, or otherwise in interest of the original Borrower.

remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

paid to Borrower.

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, the amounts borrowed and otherwise agreed 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 by the Property immediately before the taking divided by (b) the total amount of the sums secured by the Property immediately before the taking divided by (c) the total amount of the sums secured by the Property immediately before the taking.

give Borrower notice at the time of or prior to an inspection specifying reasonable times upon which inspections of the Project, including structural, electrical, mechanical, and other systems, shall be made to determine if the Project has been completed in accordance with the terms and conditions of the Contract.

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LOAN RIDER

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LOAN NO. 011887842  
DATE MAY 23, 1991

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

6823 S ST LAWRENCE, CHICAGO IL 60637

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER



GUS JUNIAR

Borrower



MICHELLE DUNBAR

Borrower