

# UNOFFICIAL COPY

CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION  
1350 E. SIBLEY BLVD.  
DOLTON, IL 60419

RETURN TO: BOX 44

1992 JUN 17 AM 10:42

92435969

[Space Above This Line For Recording Data]

30 YEARS  
**MORTGAGE**

APPL# 002-20224011  
ML# 0410038482

313  
313

THIS MORTGAGE ("Security Instrument") is given on **JUNE 5, 1992**  
RUTHA B JOHNSON, DIVORCED NOT SINCE REMARRIED

. The mortgagor is

("Borrower"). This Security Instrument is given to

CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **1350 EAST SIBLEY BOULEVARD, DOLTON, ILLINOIS 60419**

(Lender). Borrower owes Lender the principal sum of **FORTY SEVEN THOUSAND TWO HUNDRED AND NO/100**

Dollars (U.S. \$ **47,200.00** ).

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 **JULY 1, 2022**

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 17 IN BLOCK 1 IN MORTENSON'S AND BATTEN'S SUBDIVISION OF PART OF  
BLOCK 20 IN FIRST ADDITION TO KENSINGTON, BEING A SUBDIVISION OF THE  
SOUTH 20 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22  
(EXCEPT THE NORTHEAST 4 ACRES) ALSO OF THE SOUTH 1/2 OF THE SOUTHWEST  
1/4 OF SAID SECTION 22 (EXCEPT RAILROAD) AND OF WEST FRACTION 1/2 OF  
SECTION 27 (EXCEPT RAILROAD) ALL NORTH OF THE INDIAN BOUNDARY LINE AND  
OF THE NORTH 21 ACRES OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 28,  
SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 14,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PERMANENT TAX I.D. NO.: **25-28-414-026-0000**

which has the address of **126 EAST 124TH STREET, CHICAGO**  
Illinois **60628** (**Zip Code**)  
("Property Address");

[Street, City].

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Form 3014 9/90

1350 EAST SIBLEY BOULEVARD, DOLTON, IL 60419  
Page 8 of 8  
This instrument was prepared by: PAT RAMOS

92435969

*Hawley Johnson*

NOTARY PUBLIC  
State of Illinois  
MY COMMISSION EXPIRES 7/1/95  
My Commission Expiration Date is indicated and official seal, this  
2nd day of JUNE 1992  
Given under the Seal of the said Instrumentalities here  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she  
is , personally known to me to be the same person(s) whose name(s)

that, RUTHA B. JOHNSON, DIVORCED NOT SINCE REMARRIED  
I, the Undersigned, a Notary Public in and for said county and state do hereby certify  
STATE OF ILLINOIS, County ss:  
COOK

Borrower  
(Seal)

Borrower  
(Seal)

RUTHA B. JOHNSON, DIVORCED NOT SINCE REMARRIED Borrower  
(Seal)

Witnesses:  
in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

- [Check applicable box(es)]
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- Adjustable Rate Rider       Condominium Rider       1-4 Family Rider       Biweekly Payment Rider       Planned Unit Development Rider       Rate Improvement Rider       Second Home Rider       Other(s) [Specify]
- Ballroom Rider       V.A. Rider

- V.A. Rider       Ballroom Rider

*Rutha B. Johnson*

Witnesses:  
in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

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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 Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand 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 (or 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 as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) 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 if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.



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be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgagor insurance. Losses reserved  
one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to  
substantially equivalent mortgagor coverage is not available. Borrower shall pay to Lender each month a sum equal to  
cost to Borrower of the mortgagor coverage previously in effect, from a cost substituted by Lender. If  
obligation coverage subsequently equivalent to the mortgagor coverage previously in effect, at a cost substituted equivalent to the  
mortgagor coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to  
insurement, Borrower shall pay the premiums required to maintain the mortgagor insurance in effect, if, for any reason, the  
8. Mortgage Insurance. If Lender requires mortgagor insurance as a condition of making the loan secured by this Security  
payment.

date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower reducing  
Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the  
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this  
7. Lender does not have to do so.

reasonable attorney fees and encircling on the Property to make repairs. Although Lender may take action under this paragraph  
include paying any sums secured by a lien which has priority over this Security instrument, applying in court, paying  
for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may  
pay to Lender during the bankruptcy, probable, for continuation of foreclosure or to enforce laws of regularity, then Lender may do and  
proceeding in bankruptcy, probably, that may significantly affect Lender's rights in the Property (such as a  
this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a  
7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in  
leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.  
Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the  
leasehold, Borrower shall occupy this Security instrument or Lender, a security interest in the Property, the  
to representations concerning Borrower's occupancy of the Property as a practical residence, if this Security instrument is on a  
to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited  
Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed  
impaired of the lien created by this Security instrument or Lender, a security interest in the Property if  
Lender, in Lender's good faith determination, precludes foreclosure of the Borrower's interest in the Property or other material  
curse such a default and remits, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling  
Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. Borrower may  
action or proceeding, whether civil or criminal, is begun, until Lender's good faith judgment could result in forfeiture of the  
Property, allow the Property to deteriorate, or cause it waste on the Property, Borrower shall be in default if any forcible  
extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the  
the date of occupancy, unless Lender actually agrees in writing, which causes him to believe that his Security instrument could result in forfeiture of the  
this Security instrument and shall continue to occupy as Borrower's principal residence for at least one year after  
Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of  
6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.  
immediately prior to the acquisition.

damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument  
under paragraph 21 the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from  
postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If  
unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or  
secured by this Security instrument, whether or not then due. The 30-day period will begin when the note is given.

Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property or to pay sums  
Property, or does not answer within 30 days a notice from Lender that he insurance carrier has offered to settle a claim, then  
secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the  
repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums  
Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or  
unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair of the  
Lender may make proof of loss if not made promptly by Borrower.

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 receives, Borrower shall promptly give to Lender all receipts of  
which shall not be unreasonable within reason. If Borrower fails to maintain coverage described above, Lender may, at Lender's  
option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Property against loss by fire, hazards included within the term "extended coverage" and any other hazards, including  
flooding or flooding, 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 unreasonable within reason. If Borrower fails to maintain coverage described above, Lender may, at Lender's  
option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 the notice 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 sums secured by this Security Instrument, whether or not then due.

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 such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns 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 co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms 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 regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other 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 permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail 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 when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law 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 Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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