MARST CHICAGO

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Home Equity Loan

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Mortg

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 9 , 1992. The more vivien A. Origon better divorced and not since remarked.	tgagor
	rower").
which is a National Bank organized and existing under the laws of the United States of Ame whose address is One First National Plana, Chicago, Illinois 60670 ("Lender"). Borrowe Lender the principal sum of TWENTY-SIX THOUSAND AND NO/100	
Dollars (U.S. \$ 26,000,00). This debt is evidenced by Borrower's note dated the same date Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, d payable on 10/15/07. This Security Instrument secures to Lender: (a) the repayment debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment other same, with interest, advanced under paragraph 7 to protect the security of this Security Instrument (c) the performance of Borrower's covernants and agreements under this Security Instrument and the No this purpose, borrower does hereby mortgage, grant and convey to Lander the following described pulposated in Cook. County Illinois:	of the t of all at; and te. For

LOT 84 IN CUMP HAS GARFIELD BOULEVARD ADDITION BEING A SUBDIVISION OF LOT 2 IN BLOCK 3 AND LOT 2 IN BLOCK 4 IN THE CIRCUIT COURT PARTITION BRING A SUBDIVISION OF THE W 1/2 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 39 NOTICE RANGE 13, RAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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97.780165

DEPT-01 RECORDING \$57.5 192555 TRAN 8034 10/13/92 14:15:00 #2954 # E #-92-760 165 COOK COUNTY RECORDER

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

BORROWER COVENANTS that Borrower is lawfully soised of the estate her by conveyed and has the right to mortgage, grant and convey the Proporty and that the Property is unencumbried, 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. There is a prior mortgage from Borrower to

| dated 06/10/80 and recorded with the COOK | County Recorder of Deeds on 06/19/80 as document number 25491746 ("Prior Mortgage"):

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

UNIFORM COVENANTS. Borrower and Lander 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. Lender, at its option may require florrower to pay to Lender on the day nenthly payments are the under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth or: (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 instituted or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the excrew items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the excrew items, unless Lender pays Borrrower 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 Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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ARMERS! RESERVED EARTER

If the amount of the Funds held by Lender, together with the fitture monthly payments of Funds payable prior to the doe dates of the escrow items, shall exceed the amount required to pay the macrow items when the, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower or immedity states of Funds. If the amount of the Funds held by Lender is not sufficient to pay the eccrove items when disk, Borrower shall pay to Leader 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 Insutrument, London shall promptly referred to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lander shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds hald by Leader 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 Lancer under paragraph. I and 2 shall be applied: first, to accrued interest; second, to past due insurance; third, to current bilied immurance; fourth, to past due principal; fifth,to current hitled principal; eixth, to charges; seventh, to palaci; al due; and last, to accound but unbilled insurance.

4. Charges: Sieus. Borrower shall pay all taxes, assessments, oberges, fines and impositions attributable to the Property Aid may attain priority over this Security Instrument, and learnhold payments or ground sense, if may. Borrower abon pay these obligations 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 Leader all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly Borrower shell promptly furnish to Lender conjets evidencing the payments.

Borrower shall promptly incharge any lies which has printily over this Scourity Institution except, for the Prior Mortgage unless Borrower: (r/) grees in writing to the payment of the poligation secured: by the line in a same are acceptable to Lender; (b) contest in good faith the lien by, or defends against unforcement of the lien in, lag proceedings which is the Leader's surpion operate to prevent the enforcement of the lies or forfaiture of any part of the Property; or (c) secures from the ider of the lien an agreement estimatory to Lander subsedimenting the lien. to this Security Instrument. If Londor determines that any part of the Property is subject to a limit which may at priority over this Security Instrument exu pt for the Prior Mortgage, Lander may give Burrower a netice identifying the lien. Borrower shall entirty the lien or way one or more of the actions set forth above with 10 days of the giving of notice.

5. Housed Justicipes. Borrower shall her the improvements now uninting or becentior eventual on the at loss by fire, hazards included within the term "extended coverage" and any other hazards Property inverse again for which Londer requires restrance. This insurance can be maintained in the amounts and for the periods that Leader requires. The insurance carrier providing the insurance shall be chosen by licenower subject to Leader's FRE BURDON approval which shall not be unreasonably withheld.

All insurance policies and renewels shall be acceptance to London and shall include a standard stricture. clause. Lender shall have the right to hold the policies and war inte. Whatile anything Borrustic attall probling give to Leader all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Leader. Leader may make proof of to a function presently by Bottower.

Unless Leader and Borrower otherwise agree in writing, insurance property shall be applied to restoration or repair of the Property demaged, if the rectoration or repair is economically funcible and Lander's security is not lessened. If the restoration or repair is not economically families or a security would be forested; the insurance proceeds shall be applied to the sums secured by this Security Im an nent, whether or not then due, with any excess paid to Borrower. If Surrower abandons the Property, or dose no rew or within 30 days a notice from Lander that the insurance carrier has offered to settle a claim, then Lander they collect the interance proceeds. Leader axry use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not than 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 avonthly payments referred to in paragraph 1 and 3 is things the amount of the payments. If under paragraph 20 the Property is acquired by Lender, Dorrower's right to any insurance policies and proceeds resulting from Jamage to the Property prior to the acquisition thall the first conder 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 wasts. If this Security Justrument is on leavehold. Burnower shall comply with the provisions of the lease, and it Burnower acquires due title to the Property, the leasthold and fee title shall not marge unless Leader agrees to the morper imperitings of long angrees of course

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to gerfava: the covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lendor's rights in the Property (such as proceeding in bankraptey, probate, for condemention 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 acasonable attorneys' feer and untering on the Property to make repairs. Although Lender may take action under this passgraph. 7, Lander does not have to do so.

Any amounts disbursed by Lender under this peragraph. 7 shall become additional data 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 as the Note rate and shall be payable, with interest, upon notice from Leader 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 affect until such time as the requirement for the insurance terminates in accordance with Borrower's and Londor's written agreement or applicable law,

5. Inspection. Lender or its agent may make resonable entries upon and impactions of the Property. Lender shall give Borrower notice at the time of or prior to an impection specifying reasonable cause for the

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9. 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 (ward 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 the

Union Leader 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. I and 2 or change the amount of such payments.

10. Borrower No. Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amountation of the sums ascured by this Security Instrument granted by Lender to any successor in interest of Lorder shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lorder 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 successore 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.

11. Successors and Aisigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument stall 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 repart to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Lean 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 uncrest 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 nake this refund by reducing the principal owed under the Note or by reching a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propagate without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If ensetment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable 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 20. If Lender exercises this option, hender shall take the steps specified in the second paragraph of paragraph 17.

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 small 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 small 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.

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 see ared by this Security Instrument. Is 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.

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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 conflict of (ii) 3 days (or mak other period as applicable law may specify for reinstatement) before sale of the Property personal triany period of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lendte all sums which then would be due under this Scourity Instrument and the Note incl. no acceleration occurred; (b) cures any default of any other occurament or agreement; (c) page all expenses incurred in enforcing this Socurity Instrument, including, but not limited to, reasonable attributes foor; and (d) taken such action as Lender may reasonably require to assure that the list of this Security instrument, Lendor'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 statuted hereby shall remain fully effective as is no acceleration had occurred. However, this right to reinstate shall not apply in the case of accoleration under paragraphs 13 or 17.

19. No Defaults. The Borrower shall not be in default of any provision of the Prior Mortgage or any other mortgage accured by the Property.

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

- 20. Accordant flows Memordius. Lendor shall give notice to florrower prior to secolaristical following florrower's. breach of any coverest or agreement in this Society Instrument (but not prior to acceleration contemporary perspende 13. and 17 unless applicative law provides otherwise). The notice shall specify: (a) the default: (b) the action sequired to cure the default; (c) a day, not less than 30 days from the date the notice is given to Borrmor, by which the default smeet be cured; and (a) (a) failure to cure the default on or before the date apocified in the notion may result in scooleration of the sums of and by this Security Instrument, foreclosure by judicial proceeding : and sale of the Property. The notice shall for her inform Borrower of the right to reinstate after consideration, and the right to assert in the foreclosure proceeding the non-enistence of a default or my other defense of Berrower to accolumnian and foreclosure. If the default is not curril on or before the date specified in the notice, Lender at its option may require immediate payment in full of all way recoved by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses increased to pursuing the remedies provided in this junglaph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 21. Lender in Pussession. Upon acceleration, under paragraph 20 or abundonment of the Property and at any time prior to the expiration of any period of reversion following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to only upon, take possession of and manage the Property and to collect the rents of the Property including those past of the Property and collected by Lander 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 books and reasonable attorgays' fees, and then to the sums secured by this Security Instrument.
- 23. Release. Upon payment of all sums secured by this county Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.
 - 23. Waiver of Homestend. Borrower waives all right of homesten attemption in the Property.
- 24. Ridges to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverants and agreements of each such shall be incorporated into and shall amend and supplement the covenants and agreements of this Security four went as if the rider (s) were a part of this Security Instrument.

Instrument and in may rider(a) executed by Borrower and reco	
VIVIAN A. BOLLON BUTTON	
Vivian A. Belton	i trade i tradita de la majoria de la composição de la eliminação de la eliminação de la
	- Borstowe
MAIL TO This Document Prepared By: Milda Rod	kniguds oftherwise very property (2)
touter tradit tenter. First thirage Bank of	T Revenuedd, Chfcago, IL 60640 15 A J W. LAWASHICE AWC.
STATE OF ILLINOIS. Cook o	County se:
I, Floates Legact, a No certify that Vivian A. Griggs Batton	tary Public in and fire said county and state, do hereby
personally known to me to be the same person(s) whose appeared before me this day in person, and acknowled delivered the said instrument as	name(s) is (are) subscribed to the foregoing instrument
Given under my hand and their and the SEAL	October 1982
My Commission expires:	3 Classification