

UNOFFICIAL COPY

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**DEPT. 1
BOX 1**

32047343

[Space Above This Line For Recording Data]

MORTGAGE

• DEPT-01 RECORDS 16:00 \$15.00
• T411111 TRAN 4003 01 2, P 111100:00
• #0027 A *-92-047343
• 00000000000000000000000000000000

THIS MORTGAGE ("Security Instrument") is given on JANUARY 16, 1992 . The mortgagor is

MICHAEL PATRICK COX AND GLEE ELLEN COX, HIS WIFE

(“Borrower”). This Security Instrument is given to [REDACTED]

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA . and whose address is 4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632

FIFTY FOUR THOUSAND FOUR HUNDRED DOLLARS & NO CENTS
("Lender"). Borrower owes Lender the principal sum of

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 **FEBRUARY 1, 2007**. 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 18 IN MARCINKIEWICZ AND BIERYNISKI'S SUBDIVISION OF LOT 10 IN N.P.
ICLEHART'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF
SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 19-01-429-074-0000

920-17343

which has the address of 2446 WEST 45TH PLACE CHICAGO Street City
Illinois 60632 (Zip Code) ("Property Address").

ILLINOIS-Single Family, Fannie Mae/Freddie Mac: UNIFORM INSTRUMENT

-6R(L) 9105

AMP MORTGAGE FORMS 312-293-8130 1-800-831-7222

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Form 3014 S-90
Amended 5-91

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Form 3014 9/90

Page 4 of 6

NOTARY PUBLIC, STATE OF ILLINOIS
NOTARY PUBLIC, EVERGREEN PARK, IL 60642-1984

This instrument was recorded at the office of the Clerk of Cook County, Illinois, on the 27th day of January, 1993.

My Commission Expires: **"OFFICIAL S.A.L."**
Notary Public, State of Illinois
Notary Public, EVERGREEN PARK, IL 60642-1984
Given under my hand and affidavit this 27th day of January, 1993,
Signed and delivered like said instrument as free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
personally known to me to be the same person(s) whose name(s)

MICHAEL PATRICK COX AND GLEE ELLEN COX, HIS WIFE
a Notary Public in and for said county and state do hereby certify

County ss: **Cook**

Borrower:
(Seal)

Borrower:
(Seal)

GLEE ELLEN COX
(Seal)

MICHAEL PATRICK COX
(Seal)

Witnesses:
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
in any (n)der(s) executed by Borrower and recorded with it.

[Check applicable boxes] 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 supersede all supplemental
covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable boxes] 25. Adjustable Rate Rider
Conditional Rider
Biweekly Payment Rider
Family Rider
Planned Unit Development Rider
Rail Improvement Rider
Second Home Rider
Other(s) [Specify]

V.A. Rider
Balloon Rider
Graduated Payment Rider

220-7113

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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 Substance 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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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 accrued by the lien in a manner acceptable to Lender; (b) commutes 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 (c) secures from the holder of the lien an agreement satisfactory to Lender substituting the Lender as the holder of the lien.

4. **Charges:** Lien, 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 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 Lender all notices of amounts to be paid under this paragraph to Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender under paragraph 21. Lender shall acquire or sell the Property, Lender, prior to the acquisition of sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the sums accrued by the Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after payment of the amounts paid by Lender's sole discretion.

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.

CALIFORNIA GOVERNANTS. Borrower and Lender covenant and agree as follows:

THIS SECRETILITY INSTITUTE combines uniform coverments for national and non-national organizations with linked
functions by insuring a uniform security instrument covering real property.

BORROWER COVENANTS is that Borrower is generally subject to the same requirements as the Proprietor, except that it may not sue to recover damages for personal injuries or for the death of persons caused by the negligence of its employees or agents.

TOGETHER WITH all the improvements now or hereafter erected in the property and all fixtures now or hereafter erected in the property and also all equipment, apparatus, and instruments. All of the foregoing is referred to in this Security instrument as the "Property".

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8. **לעומת עקרון היעילות:** על מנת לסייע ללקוח בפתרון בעיותיו או לסייע לו לארח מפגש או למסור מידע, יש לזכור שמדובר בՁן או בՁנית. לדוגמה, לטענה

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower accrued by this
Saruny Institution. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the
date of disbursement at the rate and shall be payable. With interest, upon notice from Lender to Borrower specifying

7. Protection of Leader's Rights in the Property. 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, rights in the Property shall be assignable solely to a lessor and coterminous with the Property to make repairs. Although Lender may take action under this paragraph

Chances increase that the Portmoyen will encounter a greater degree of difficulty; any application of proceeds to participation in the competition will not extend our

Unless Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to restore or repair of the property damaged, if the restoration or repair is economically feasible or Lender's security is not lessened, the insurance proceeds shall be applied to the sum received by this Securitization, whether or not then due. If Borrower fails to pay sum received by this Securitization, whether or not then due, with any access paid to Borrower, it Borrower stands liable to the insurance company under the policy for the amount of the claim.

All the insurance policies and renewals shall be acceptable to Lender and shall include a standard nonnegotiable clause. Lender shall have the right to hold the policies and renewals. If Lender renews a policy, Borrower shall promptly give to Lender all necessary paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

3. Hazard of Property Insurance. Borrower shall keep the insurance coverage or equivalents now existing or hereafter created on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires. This insurance shall be maintained in the amounts and for the period required by Borrower to provide reasonable certainty of payment of the principal and interest due under the Note.

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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 reuse 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 limit 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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1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 16TH day of JANUARY 1992 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

STANDARD FEDERAL BANK FOR SAVINGS
4192 S. ARCHER AVE., CHICAGO, ILLINOIS 60632 (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:

2446 WEST 45TH PLACE

CHICAGO

IL 60632

(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. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; 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.

C. SUBORDINATE LIENS. 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.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. 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 leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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Form 3170 9/90

Digitized by srujanika@gmail.com

DELIVER TO **BOX 166**

QUESTION _____

~~GLEE ELLEN COX~~ (SAC)

MICHAEL PATRICK COX
-BARTENDER
[REDACTED]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-
Family Rider Permitted by the security instrument

1. CROSS-DEFALKT PROVISION. Borrower's default or breach under any note or agreement in which

control of or maintain the Property before or after giving notice of default to Borrower. Lender or agent shall commence action to collect all the sums accrued by the Secured Instruments at full or judgment, and Lender shall not cure or waive any default or invalidation of either right or remedy of Lender. This assignment of Rents shall not affect the rights or remedies of Lender under the terms of the Note.

Borrower's representations and warranties shall be deemed breached if any prior assessment of the Risks and has not and will not perform any act that would impair Lender's right to receive timely payment under this paragraph.

If the rights of the Peoples are not sufficient to cover the costs of living, the Government shall become indebted to the Peasants by the sum of such amount as may be necessary to meet the expenses of the State.

speaking as to the independence of the Papacy as such.

If Lender gives notice of breach to Borrower: (i) all Recents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Recents of the Propety; (iii) Borrower agrees that each item of the Propety shall pay all Recents due and unpaid to Lender or Lender's agents upon Lender's written demand to the Propety; unless applicable law provides otherwise, all Recents collected by Lender or Lender's agents shall be remitted to the costs of taking control of and managing the Propety and collecting the Recents, but not limited to attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, and (iv) unless applicable law provides otherwise, all Recents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Propety and collecting the Recents, but not limited to attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, and (v) Lender shall be entitled to collect and receive all of the Recents of the Propety and collect the same directly from the Borrower.