

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 28, 1992. The mortgagor is Philip J. Gordon and Susan C. Rodwan, his wife (J)-----

("Borrower"). This Security Instrument is given to The National Security Bank of Chicago ----- which is organized and existing under the laws of The United States of America , and whose address is

1030 West Chicago Avenue Chicago, Illinois 60622 ----- ("Lender"). Borrower owes Lender the principal sum of Five Thousand Six Hundred Ninety One and 90/100's ---

Dollars (U.S. \$ 5,691.90 -----). 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, 1996 ----- 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 95 in the subdivision of the South Portion of Block 16 in Suffern's subdivision of the South West 1/4 of Section 6 Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No. 17-06-332-042

BOX 359

BOX 359

REC'D  
COOK COUNTY CLERK'S OFFICE  
FEB 2 1992

DEPT-01 RECORDING \$27.00  
COOK COUNTY RECORDER

which has the address of 2018 W. Chicago Avenue Chicago  
(Street)

Illinois 60622 ("Property Address").  
(Zip Code)

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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*[Handwritten signature]*  
Moltery Public

"OFFICIAL DEAL" EDDIE CRUZ  
NOTARY PUBLIC STATE OF OREGON  
MR. COMMERCIAL BANKS 4728703  
JACKIE RIOS

### My Commission expires:

Given under my hand and affixed seal this 28th day of January 1992.

set forth

signed and delivered the said instruments as cheate free and voluntary acts for the uses and purposes therein

subscribed to the foregoing instruments, appeared before me this day in person, and acknowledged that they

Personally known to me to be the same person(s) whose name(s) are

1. Edwin Gratz , a Notary Public in and for said county and state,  
do hereby certify that Phillip J. Gordon and Susan C. Rodwan, his wife (j)

less known

STATE OF ILLINOIS.

6

Borrower

Borrower

Susan C. Rodman  
—Borrower  
—(Seal)

Philip J. Gordon  
—Borrower  
—(Seal)

By SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) [specify] \_\_\_\_\_

20. I, Lender in Possession and/or any time prior to the expiration of a period of redemption following judgment sale, Lender (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 Property recited in those parts due. Any rents collected by Lender or the receiver shall be applied first to payment of management fees, and reasonable attorney's fees, and then to the sums secured by this Security instrument, without charge to Borrower. Upon payment of all sums secured by this Security instrument, Lender shall pay any recitation costs.

21. Release. Lender shall be entitled to receive his or her proportionate share of the proceeds of any sale of the Property recited in those parts due, and then to the sums secured by this Security instrument, Lender shall pay any recitation costs.

22. Waiver of Homestead. Borrower waives all rights of homestead except in the Property.

23. 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 this instrument (the "Riders"). The Rider(s) will be part of this Security instrument as if the Rider(s) were a part of this Security instrument (the "Security Instrument").

**19. Acceleration; Remedies.** Lender shall have notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless as provided 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 preceding the date of sale of the property. The notice shall further inform Borrower of the right to repossess after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to accelerate and foreclose. 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. Lender demand and may require this Security Instrument to be paid in full by judgment, but only if Lender has failed to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including but not limited to reasonable attorney fees and costs of title evidence.

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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 late charges due under the Note, second, to prepayment charges due under the Note, third, to amounts payable under paragraph 2, fourth, to interest due, and last, to principal due.

**4. Charges; 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 obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them in 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 forfeiture 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 improvement(s) 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.

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Print to remember what not to apply in the case of acceleration under parabola

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 of Borrower.

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 received by Lender from such sale or transfer); and (ii) if a security instrument is required by Lender under this Section, Lender shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this security instrument.

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

15 **Capacitance Law Satisfaction** The Board may determine shall be satisfied by the manufacturer and the law of the  
in this paragraph provided for in this section, its instrument shall be deemed to have been given to the manufacturer to record when given as provided

14. **Notes.** Any notice to former or present partners or in this security instrument shall be given by delivery in writing to the party.

13. **Legislative Action** After the **Interim Leader's Rights**, it is agreed that the application of applicable laws has the effect of sending any provision of the Note of this Settlement instrument according to its terms. Lender, at his 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

12. **Loan Charges.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and that law is mainly interpreted so that such other loans charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) such loan charges 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 the Note or by making a direct payment to Borrower. If a refund reduces principal as a partial payment within any period under the Note, the reduction will be treated as a refund and redutes principal, the reduction will be treated as a

11. **Successors and Assignees 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 shall be liable to Lender and Borrower and any other holder of this Note for all amounts due under this Note, notwithstanding that such amounts may be held by another person or persons, and (c) agrees that Lender and any other Borrower may agree to extend, renew, amend, or otherwise modify, this Security Instrument, and (d) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security Instrument, and (e) agrees that Lender and any other Borrower may obligate itself to pay the sum Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sum Borrower's interest in the Property under the terms of this Security Instrument; (c) grants and conveys that property to Lender and Borrower, and (d) waives all rights to require Lender and Borrower to make any accommodations with respect to the terms of this Security Instrument without further notice or comment.

Lender shall not be entitled to commence proceedings against any successor in interest of trustee to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument for any reason of any kind.

Under and forwarer 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.

in the event of a repossession by the Lender to protect the interest of the Seller in the collateral, the Seller shall be entitled to receive the amount of the principal balance due and payable on the Note plus all accrued and unpaid interest thereon, together with all other amounts due under the Note and the Security Instrument, whether or not then due.

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 (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower before the date set forth in the Note.

assigned and shall be paid to Lender.

**8. Inspection.** Lender or his agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of inspection specifically cause for the inspection.

If Leander required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain effect until such time as the requirement for the insurance terminates or until such time as the premium payment is discontinued.