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COOK COUNTY, ILLINOIS
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B/10/92

NORTH SIDE FEDERAL SAVINGS AND
LOAN ASSOCIATION OF CHICAGO
5119 NORTH CLARK STREET
CHICAGO, ILLINOIS, 60646

LITTON, 6411-11

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 1, 1992. The mortgagor is ROSS LITTON AND BERNADETTE M. LITTON, HIS WIFE AS JOINT TENANTS ("Borrower"). This Security Instrument is given to NORTH-SIDE FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 5119 North Clark Street, Chicago, Illinois 60640. ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND AND NO. 00/100 Dollars (U.S. \$150,000.00). 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 FEBRUARY 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; (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:

***LOTS 505 AND 506 IN GEORGE F. KOPFER AND COMPANY'S FIRST ADDITION TO SAUGANASH, A SUBDIVISION IN CALDWELL'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 18, 1927 AS DOCUMENT NUMBER 9445140, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 13-03-302-016-0000
13-03-302-017-0000

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which has the address of 5918 NORTH KNOX AVENUE CHICAGO
(Street) (City)
Illinois 60646 ("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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NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:	
19. Acceptation; 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date when acceleration is 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) the failure to cure the default or any other default after acceleration and the right to assert in the notice shall be limited to the right to remit late fees and may accelerate this Security Instrument if the default is not cured before the date specified in the notice. Lender in its option may require immediate payment in full of all sums received by Borrower or a defaulter or any other defaulter of Borrower to accelerate and form foreclosure. If the default is not cured before the date specified in the notice, Lender shall collect late fees and may accelerate this Security Instrument if the default is not cured before the date specified in the notice. Lender shall collect all expenses incurred in pursuing the remedies provided in this Security Instrument without further demand and may accelerate this Security Instrument by judicial proceeding.	
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of my period of redemption following judicial sale, Lender (in person, by agent or by fiduciary appointed receiver) shall be entitled to collect upon his possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payments of costs of management of the Property past due, including, but not limited to, receiver's fees, premiums on insurance, bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument on account of amounts due to Lender or the receiver. Lender shall release this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.	
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, including those past due, to the extent of amounts paid by Lender or the receiver. Lender shall be entitled 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.	
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.	
23. Riders to this Security Instrument. All one of more riders are recorded 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 Security Instrument as if the rider(s) were a part of this Security Instrument.	
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.	
(Space below the line for Acknowledgment)	
ROSS LITTON BERNARDETTE M. LITTON (Seal) ROSS LITTON (Seal) ROSS LITTON (Signature)	
INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT. BEFORE ME AND IS (are) KNOWN OR PROVED TO ME TO BE THE PERSON(S) WHO, DURING INFORMATION OF THE CONTENTS OF THE CONTRACTS OF THE FOREGOING INSTRUMENT, HAVE EXECUTED SAME, AND ACKNOWLEDGED SAID INSTRUMENT FOR THE PURPOSES AND USES HEREIN SET FORTH. (This, etc., etc.)	
THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND USES HEREIN SET FORTH. BEFORE ME AND IS (are) KNOWN OR PROVED TO ME TO BE THE PERSON(S) WHO, DURING INFORMATION OF THE CONTENTS OF THE CONTRACTS OF THE FOREGOING INSTRUMENT, ROSS, LITTON AND BERNADETTE M. LITTON ROSS PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT I, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THESE MY HAND AND OFFICIAL SEAL THIS 15TH DAY OF FEBRUARY 1995 (He, she, they)	
My Commission Expires: June 11, 1995	

STATE OF ILLINOIS
COUNTY OF COOK
SS:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

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 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.

10. 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.

11. Successors and Assigns Board; 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.

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 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 exceed 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.

13. Legislation Affecting Lender's Rights. If enactment 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 19. If Lender exercises this option, Lender 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 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.

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 had no acceleration 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 paragraphs 13 or 17.

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Any amounts disbursed by Lender under this paragraph 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 requiring payment.

7. Protection of Lennder's Rights in the Property; Mortgage Lienware. If Borrower fails to perform the terms of this Note or violates Lennder's rights in the property in writing, Lennder does not have to do so.

6. Preservation and Maintenance of Property; Leasesholds. Borrower shall not damage or subdivide any property held under leases, and it Borrower acquires fee title to the property, the lesseehold and

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 15 the property is acquired by Lender, Borrower's right to any insurance policies and to receive 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.

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, Lender may use the proceeds to restore or repair the property to a condition substantially equivalent to its condition prior to damage, provided that the cost of such repair does not exceed the amount of insurance proceeds received by Lender.

All insurance policies and renewals shall be acceptable to Lender, and shall include a standard moritgage clause.

3. Hazard and insurance. Borrower shall keep the property insured against hazards including fire, hazards which could cause loss by fire, hazards which could cause loss by water damage, and other hazards which could cause loss by any other cause. Premiums shall be paid in monthly installments as provided in the policy. The amount of coverage shall be determined by the insurance company.

Borrower shall promptly discharge, or pay the obligation accounted by the Lien in a manner acceptable to Lender; (b) conveys in good faith the Lien by, or deems against encumbrance, of the obligation accounted by the Lien in a manner acceptable to Lender; (c) agrees in writing to the payment of the principal and interest over this Security Instrument unless Borrower: (a)

application as a credit against the sums accrued by this Security Instrument.

Upon the payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower the sum of \$10,000 less any amounts paid by Lender to the extent of the principal amount of the Note.

II The due amount of the funds held by Legendre, 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 credited to Borrower or credited to pay the escrow items when due. If the amount of the funds held by Legendre, together with the future monthly payments of funds payable prior to the due dates of the escrow items, shall fall below the amount necessary to make up one of more payments as required by Legendre.

This Security Instrument purports to make funds available to the plaintiff as bond money security for the sum set out in

The Funds shall be held in an institution the depositors of which are insured or guaranteed by a federal or state agency (including Endorser if Endorser is such an institution). Endorser shall apply the Funds to pay the escrow items listed above for holding the property until the date of closing. Endorser may not hold the Funds for more than 120 days after the date of closing.

(c) Leverage on the day-to-day monitoring performed by the audit function in the course of their work, with particular regard to the use of systems such as a ledger system.

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 or late charges due under the Note.

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 1ST day of FEBRUARY, 19 92, 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 NORTH SIDE FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5918 NORTH KNOX AVENUE, CHICAGO, ILLINOIS, 60646.

[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 applying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, 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.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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Form 5788 Rev. 5/22 (page 2 of 2 pages)

Property of Cook County Clerk - Sheriff's Office

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

I, CROSS-DEFAULIT PROVISION, Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

I, CROSS-DEFAULIT PROVISION, Borrower's default or breach under any note or agreement in which Lender shall terminate when all the sums secured by the Security Instrument are paid in full.

If the Recents of the Property are not sufficient to cover the costs of taking control of and managing the Property and profits derived from the Property without any showing as to the inadequacy of the Property as security, Lender shall be entitled to have a receiver appointed to take possession of and collect the amounts of any judicious receiver that shall be liable to account for only those Recents actually received; and (vi) agents of the Property in the sum secured by the Security Instrument; (v) Lender, Lender's heirs, executors, administrators, trustees, guardians, or receivers of real property and managing the Recents, including, but not limited to, attorney's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, and other charges on the Property, and such to the sum secured by the Security Instrument; (v) Lender's and other providers otherwise, all Recents collected by Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Recents, including, but not limited to, attorney's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, and other charges on the Property, and such to the sum secured by the Security Instrument; (iv) unless specifically law provides otherwise, all Recents collected by Lender's agents shall be applied first to the costs of collecting and receiving all of the Recents of the Property, (iii) Borrower agrees that each item of the Property shall pay to Lender and receive all of the Recents of the Property; (ii) Borrower agrees upon Lender's written demand to the item; (i) unless ap-

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 Property, (iii) Borrower agrees that each item of the Property shall pay to Lender and receive all of the Recents of the Property, (iv) unless ap-

Lender's signature
Borrower
(Seal)
Borrower
(Seal)
ROSS LITTON
ROSS LITTON
Borrower
(Seal)
BERTHA ELTE M. LITTON
Borrower
(Seal)