

# UNOFFICIAL COPY

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BOX 86

Loan No. # 6415-11

Koester

MAIL TO:  
NORTH SIDE FEDERAL SAVINGS  
AND LOAN ASSOCIATION OF  
CHICAGO  
5159 N. CLARK STREET  
CHICAGO, ILLINOIS 60640

92112815

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... February 1st..... 19....92.. The mortgagor is SHARON J. KOESTER, DIVORCED AND NOT SINCE REMARRIED..... ("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 ..... 5159 North Clark Street, Chicago, Illinois 60640..... ("Lender"). Borrower owes Lender the principal sum of .... TWENTY-EIGHT THOUSAND AND NO 100.00..... Dollars (U.S. \$ 28,000.00.....). 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 1st, 2002..... 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 569 IN GRAYLAND PARK ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. # 13-21-211-026-0000

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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which has the address of ..... 4818 W. Berenice Avenue....., Chicago.....,  
[Street] [City]  
Illinois ..... 60641..... ("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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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 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.

**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 fees already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**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 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 at the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

In the Property, Leinards' actions may include Paying any sums receivable by a lessor which has priority over this Security instrument in favour of Leinard's debtors in respect of his property.

7. Protection of Lenders' Rights in the Security Instruments, Mortgages, Liens and Convenants and Agreements contained in the Properties; Mortgagor, Mortgagee and Lender shall have all the rights and powers set forth in the Security Instruments, Mortgages, Liens and Convenants and Agreements.

Borrower shall not merge unless Lender agrees to the merger in writing.

Instrument of Immaterial Property prior to the acquisition.

Postpone Paragraph 19 The monthly payments referred to in paragraphs 1 and 2 of change the amount of the payments. If

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.

Borrower shall provide to Lender such documents and information as Lender may reasonably request in connection with the preparation of reports or other documents required by law or regulation or by Lender under this Agreement.

of the Property is not economically feasible or Lenders' security would be lessened; 3. the insurance premium is not lessened; 4. if the restoration or repair is applicable in writing, insurance premiums shall be reduced; and 5. whenever other wise agreeable to the Lenders.

all receipts of paid premiums and reinsurance. In the event of loss, Bo's insurer shall give prompt notice to the insurance carrier and Lender.

All shall have the right to hold the policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

insured against loss by fire, hazards included within the term "extincted coverage", and any other hazards for which Lender insures against loss by fire, hazards included within the term "extincted coverage", This insurance shall be maintained in the same amounts and for the periods that Lender approves which shall not be less than one year.

5. **Hazardous Waste**. Borrower shall keep the premises now existing or hereafter erected on the Property free from any hazardous wastes.

agrees in writing to the payment of the obligation incurred by the defendant in the manner acceptable to the plaintiff; (d) consents in good faith the lien by, or defendants agreeable to the payment of the amount due under the contract, which is in a manner acceptable to the plaintiff.

to be paid under this paragrapgh, if Bearer makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Property which may attain priority over this Security Interest, and leasehold improvements, and leasehold payements or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or in full paid in that manner, Borrower shall pay all amounts due him in the same order as set out above.

Precharges: third, to amounts paid under Note; second, to prepayment charges due under Note; first, to late charges due under Note; and last, to principal due.

than immediate delivery, prior to the sale of the same Property by Lender, any funds held by Lender at the time of application as a credit against the sums received by Lender under this instrument.

amounts necessary to make up the deficiency in one of more of the payee's items as equated by Lender.

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount or portion of the escrow items which exceed the amount of the escrow items held by Lender.

It is the amount paid by Lenders, together with the future monthly payments of Funds payable prior to this Security Instrument.

requisitions interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds until such time as the principal sum due to the Funds has been paid in full.

Lender may agree in writing that interest shall be paid on the funds. Unless an agreement is made or applicable law

The Funds shall be held in an institution the deposits of which are insured by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items arising out of certain other transactions or escrow items.

## **2. Funds for Taxes and Insurance.**

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this ...st day of .....February....., 19...<sup>92</sup>  
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:

..... 4818 W. Berenice Avenue, Chicago, Illinois, 60641.  
(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, panelling 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 3170 940 (page 2 of 2 pages)

Box 86  
Loan No. # 6415-11  
Koester

Borrower  
.....  
(Seal)

Sharon L. Koester  
Borrower  
.....  
(Seal) *Mary J. Koester*

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

by the Security Instrument.

I. CROSS-DEFAULT 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

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the property before or after filing notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default to Borrower, Lender, or Lender's agents shall terminate when all the sums secured by the Security Instrument are paid in full.

Lender secures by the Security Instrument pursuant to Uniform Covenant 7.

If the Rents 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, Rents and other charges on the Property, and then to the sums secured by the Security Instrument. Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) agents or any other charges on the Property, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and then to the rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (v) fees, premiums, fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any other charges on the Property, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and then to the rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless ap-

plied to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents only to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (i) Lender shall be entitled to collect and receive all of the Rents of the Property.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee