

PREPARED BY:
MARILYN BAMBULA
CHICAGO, IL 60641

UNOFFICIAL COPY

92147082

RECORD AND RETURN TO:

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
4901 WEST IRVING PARK ROAD
CHICAGO, ILLINOIS 60641

ATTENTION: MARILYN BAMBULA

(Space Above This Line For Recording Data)

DEPT:01 RECORDING \$31.50
192222 TRAM 9602 03/06/92 14104100
44867 4 43 *--* 2 147082
COOK COUNTY RECORDER

310281-5

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 25, 1992
JAMES GLEASON, BACHELOR
AND JOAN GLEASON, SPINSTER

("Borrower"). This Security Instrument is given to
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

which is organized and existing under the laws of UNITED STATES OF AMERICA
address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 and whose
SIXTY ONE THOUSAND AND 00/100 Dollars (U.S. \$ 61,000.00).

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 APRIL 1, 1993. 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 4 (EXCEPT THE NORTHEASTERLY 10.75 FEET THEREOF) AND ALL OF LOT 5 IN BLOCK 2 IN A.A. BROCK'S ADDITION TO FOREST Glen BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 NORTH OF THE INDIAN Boundary LINE OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL 1/4 THENCE WEST 5.50 CHAINS THENCE SOUTH 44.75 DEGREES WEST 11.21 CHAINS TO THE CENTER OF HIGHWAY THENCE SOUTH 50.50 DEGREES EAST ALONG SAID HIGHWAY TO DIVIDING LINE BETWEEN NORTHWEST 1/2 AND THE SOUTHEAST 1/2 OF THE NORTHWEST 1/4 THENCE NORTHEAST ALONG SAID DIVIDING LINE TO THE NORTHEAST CORNER TO PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

13-09-120-041

which has the address of 5568 NORTH LEONARD, CHICAGO
Illinois 60630
Zip Code ("Property Address");

Street, City,

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

LMP -6R(IL) 0101

VAR MORTGAGE FORMS (313) 933-8100 • (800) 523-7291

Page 1 of 0

DPS 1080
Form 3014 9/90
Initials: *[initials]*

3150

UNOFFICIAL COPY

Form 301A G/90
DPA 1980

04042-10-0

04042-10-0

more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice terminating the lease, Borrower shall satisfy the lease or take one or more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, if Lender determines that any part of the property is subject to a lien which may interfere over this Security Instrument, Lender may give Borrower a notice terminating the lease, Borrower shall satisfy the lease or take one or more of the actions set forth above within 10 days of the giving of notice.

• This Security Instrument, if Lender determines that any part of the property is subject to a lien which may interfere over this Security Instrument, Lender may give Borrower a notice terminating the lease, Borrower shall satisfy the lease or take one or more of the actions set forth above within 10 days of the giving of notice.

• By, or before, any action, proceeding or other means which is taken in, legal proceedings which is taken in the Lender's opinion to prevent the Lender from recovering any amount due under this Security Instrument unless Borrower (a) agrees to return to the Lender to the payment of the judgment or award of the court, or (b) consents in writing to the assignment of the Lender's interest in the property to the Lender.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees to

(b) Borrower makes these payments directly to Lender regardless of the payment date.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of nonpayment to be paid under this paragraph, to the person owed payment, Borrower shall promptly pay them on time directly where obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may affect priority over this Security Instrument, and Borrower shall pay them on time directly which may affect payments or ground rents, it may, Borrower shall pay

4. Clauses: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions which are liable to the property direct to the tax collector due to any late charges due under the Note.

1 and 2 shall be applicable first, to any prepayment charges due under the Note; second, to non-usual payable under paragraph 2;

3. Application of Payments: Lender shall apply law provisions otherwise, all payments received by Lender under paragraph 2;

4. Security Instrument:

of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum advanced by Funds held by Lender, if, under paragraph 2, Lender shall require to sell the Property, Lender, prior to the liquidation of any Funds held by Lender, shall apply the sum advanced by this Security Instrument, unless such payment results in any upon payment in full of all sums advanced by this Security Instrument, Lender shall receive to Borrower any

available monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency, Borrower, shall make up the deficiency in no more than three is not sufficient to pay the security items when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law, held by Lender shall remain to Borrower

If the Funds held by Lender exceed the amounts permitted to be held by Lender by applicable law, Lender shall retain to Borrower

deposited in the Funds was made, the Funds are pledged as security, security for all sums secured by this Security Instrument.

without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, shall make sure that the Funds, Lender shall give to Borrower applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or earnings on the Funds, asked by Lender in connection with this loan, unless otherwise law provides otherwise, unless an ongoing service a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate broker to make such a charge, Lender may require Lender to hold Funds in an account under a trust agreement for the security of the Funds, unless Lender makes arrangements for holding and applying the Funds until such time as Lender to make such arrangements, Lender shall apply the Funds to pay the principal of the note and interest thereon, or including Lender is such an institution or in any federal home loan bank, Lender shall be held in a institution whose deposits are insured by a federal agency, intrinsically, or similarly

The Funds shall be held in a institution which applies law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditure of future 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RIFSA"), unless otherwise law shall applies to the Funds related mortgagor, who may require for Borrower's account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an account not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, these items are called "Escrow Items," if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may affect this Security Instrument as a lien on the property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"), for (a) yearly taxes 2. Funds for Taxes and Insurance: Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and the charges due under the Note.

1. Payment of Premium and Interest: Premium and Late Charges: Borrower shall promptly pay when due the UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains uniform covenants for mutual use and non-uniform covenants with limited warranties by jurisdiction to furnish a uniform security instrument covering real property.

and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record. Borrower conveys the property and that the property is unencumbered, except for encumbrances of record, Borrower warrants

that all of the foregoing is referred to in this Security Instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, equipment and appurtenances, and

UNOFFICIAL COPY

Form 3014
DPS 1092

Page 4 of 6

MP-GRLL 10/01

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

17. Security Interest without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. In addition the Property is leased, in the event that any provision of this Security Instrument or the Note which can be construed within the applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

18. Governing Law. This Security Instrument shall be governed by the federal law and the law of the state in which the Property is located.

19. Notices. Any notice to Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

20. Assignment of Rights and Duties. If a third party takes possession of the Note, the redemption will be treated as a partial repayment to Borrower. If a third party takes possession of the Note, the redemption will be treated as a partial repayment to Lender. Lender may choose to make this demand by redeeming the principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this demand by redeeming the principal owed under the Note or by making a direct payment to Borrower, Lender and (b) any sums already collected from Borrower which exceeded payment limits will be refunded to Lender. Any other address Borrower designates by notice to Lender, Any notice to Lender shall be given by first class mail to any other address Borrower uses of another method. The notice shall be directed to the Property Address it by first class mail unless applicable law requires use of another method. The note shall be given by delivery if or by mailing Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

21. Lender's Address. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it to the following address:

22. Lender's Interest. If the loan secured by this Security Instrument is subject to a lease which sets maximum loan charges,

make any accommodations which regard to the terms of this Security Instrument or the Note without any

assured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeite or

Borrower's interest in the Property under the terms of this Security Instrument (b) is not personally obligated to pay the sums

instrument but does not exceed the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey the

Security Instrument shall be joint and several. Any Borrower who co-signs this Security

23. Successors and Assigns Joint and Several Liability Co-signers. The co-signers and assignees of this

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

any clause of joint liability or otherwise.

24. Lender and Borrower by this Security Instrument grant to the other party of the instrument to pay and to provide the

Lender is authorized to settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the Note is given, award of the sums so paid immediately before the filing, divided by the fair market value of the Property immediately

25. If the Property is sold by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

award of the sums so paid by Lender to the other party of the instrument to pay and to provide the

26. Lender is authorized to settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the Note is given, award of the sums so paid immediately before the filing, divided by the fair market value of the Property immediately

27. This Security Instrument shall be divided by the amount of the proceeds multiplied by the following factor (a) the total

amount of the sums so paid immediately before the filing, divided by the fair market value of the Property immediately

28. Security Instrument shall be divided by the amount of the proceeds multiplied by the amount of the sums so paid by this

29. In the event of a total taking of the Property, the proceeds shall be applied to the sums so paid by this Security Instrument

30. Condemnation. The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby suspended and

31. Borrower notes at the time of or prior to an inspection specially designed to inspect the instrument in connection with any

32. Inspection. Lender to its agent and reasonable agents upon and inspections of the Property, Lender shall give

33. Payments may no longer be required in the option of Lender, if bondage insurance covering the period for which the

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected 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 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender'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's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

DPB 1081

Form 3014 8/90

UNOFFICIAL COPY

Form 3014 9/90
DPS 1093

Form 3014 9/90
DPS 1093

23. Waiver of Foreclosure. Borrower waives all right of foreclosure except as in the Property.
Without notice to Lender, Borrower shall pay any acceleration costs.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
21. Indemnity, but not limited to, reasonable attorney's fees and costs of title evidence.
- proceedings, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial
action or sale before the date specified in the note, Lender, at his option, may require immediate payment in full of all sums
non-exempt of the debt or any defense of borrower to acceleration and foreclosure which Lender is not cured in
information borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the
secured by this Security Instrument, foreclosing by judgment and sale of the Property. The note shall further
(d) that failure to cure the default on or before the date specified in the note may result in acceleration of the sums
(e) a date, not less than 30 days from the date the note is given to Borrower, by which the default must be cured unless
applicable law provides otherwise). The note shall specify (a) the default (b) the action required to cure the default
of any provision of agreement prior to acceleration following Borrower's breach
21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach
NON-INFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

relate to health, safety or environmental protection.
this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that
pesticides and herbicides, volatile solvents, asbestos containing asbestos or mold spores, and radioactive materials. As used in
Environmental Law and the following subsections, "asbestos" refers, after reasonable efforts to toxic substances by
As used in this paragraph 20, "Hazardous Substances" are those substances determined as toxic to hazardous substances by
all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take
of which Borrower has acted knowledge of private party involving the Property and any government or regulatory authority, that
government or regulatory agency of private party involved in the investigation, claim, demand, lawsuit or other action by any
Borrower shall promptly give timely notice of any investigation, claim, demand, lawsuit or other action by any
residential uses and to maintenance of the Property.

storage on the Property of solid substances that are generally recognized to be appropriate to normal
Property that is in violation of any Environmental Law, the preceding two sentences shall not apply to the presence, use, or
Hazardous Substances, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any
Hazardous Substances under applicable law.

not apply in the case of acceleration under paragraph 17.
obligations secured hereby shall remain fully effective as if no acceleration had occurred; however, this right to remit shall
this Security instrument shall combine with paragraph 14 above and applicable law. The note will state the name and
given written notice of the change in combination with paragraph 14 above and applicable law. The note will state the name and
of more changes of the Lien Secured or a sale of the Note. If there is a change of the Lien Secured, Borrower will be
as the "Lien Secured" that certifies timely payment due under the Note and this Security Instrument, there also may be one
instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known
19. Sale of Note. Change of Lien Secured. The Note or a partial interest in the Note (together with this Security
mortgaged real property by applicable law.

under all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b)
Security instrument or (c) entry of a judgment enjoining this Security Instrument, those conditions are due that Borrower (a) pays
applicable law may specify for remittance before sale of the property pursuant to any power of sale contained in this
agreement of this Security Instrument discontingent upon the earlier of: (a) 5 days (or such other period as
18. Borrower's Right to Remit. If Borrower meets certain conditions, Borrower shall have the right to have
permitted by this Security Instrument without notice of demand on Borrower.
Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies
less than 30 days from the date the note is delivered within which Borrower must pay all sums secured by this
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The note shall provide a period of not
of this Security instrument.

Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date
Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by this
is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a named person) without
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in the
310281-5

UNOFFICIAL COPY

310281-5

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 amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witness

JAMES GLEASON

(Seal)

Borrower

Witness

JOAN GLEASON

(Seal)

Borrower

(Seal)
Borrower(Seal)
Borrower

STATE OF ILLINOIS, COOK

County ss:

I, THE UNDERSIGNED

county and state do hereby certify that

JAMES GLEASON, BACHELOR AND

JOAN GLEASON, SPINSTER

, a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of

My Commission Expires:

Notary Public

289225726