

# UNOFFICIAL COPY

92170121

RECORD AND RETURN TO:  
FIRST NATIONAL MORTGAGE CORPORATION  
2221 CAMDEN COURT, SUITE 300  
GAY BROOK, ILLINOIS 60521

92170121



[Space Above This Line For Recording Data]

## MORTGAGE

COOK # 01704170

THIS MORTGAGE ("Security Instrument") is given by  
HARRY PAUL and RUTH E. PAUL, his wife

March 16, 1992

The mortgage is

(Borrower) This Security Instrument is given to

FIRST NATIONAL MORTGAGE CORPORATION

DEPT-01 RECORDING \$35.50  
#0000 TRAM 1085 03/16/92 14:24:00  
#3639 # L \*-92-170124

COOK COUNTY RECORDER

which is organized and existing under the laws of  
addressed at 2221 CAMDEN COURT, SUITE 300, GAY BROOK, ILLINOIS 60521

STATE OF ILLINOIS and whose

address is 2221 CAMDEN COURT, SUITE 300, GAY BROOK, ILLINOIS 60521

and whose address is 2221 CAMDEN COURT, SUITE 300, GAY BROOK, ILLINOIS 60521

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 03/16/92.

This Security Instrument secures to Lender, as the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, of the Note, by the payment of all other sums, with interest, advanced under paragraph 7. To protect the security of this Security Instrument, and in the performance of Borrower's covenants and agreements under this Security Instrument and the Note, for this purpose, Borrower is conveying to Lender the real estate and all other property located in Cook County, Illinois, as follows:

THE NORTH 50.00 FEET OF LOT 15 AND THE SOUTH 25 FEET OF LOT 16 IN THE SUBDIVISION OF 3430.6 S. WACONIA IN THE 14TH RANGE 14, EAST 1/4 OF THE NORTH 23RD 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax I.D. #: 14-18-189-015 VOL. 479

which has the address of  
Illinois 60625

4515 NORTH PEARSON, CHICAGO

(Property Address)

Street City

ILLINOIS State Form Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 Amended 5/91

LOW 6R(ILL)

35.50

# UNOFFICIAL COPY

1807 SOUTH WASHINGTON STREET  
SPRINGFIELD, ILLINOIS 62761  
DOCU-TECH, INC.  
This instrument was prepared by

My Commission Expires Nov. 19, 1994  
Form 3014 9 90  
Notary Public Cook County, IL  
ENID L. KEMPE  
OFFICIAL SEAL

My Commission Expires:

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 I be the Y free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 5th day of March 1992

*Enid L. Kempe*

STATE OF ILLINOIS  
County ss: COOK  
Notary Public in and for said county and state do hereby certify that HARRY KALL and RUTH E. KALL, HIS WIFE

(Seal) Borrower  
HARRY KALL  
(Seal) Borrower  
RUTH E. KALL  
(Seal) Borrower

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. Witnesses:

- Adjustable Rate Rider
- Graduated Payment Rider
- Ballson Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Second Home Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Others [Specify]

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 boxes]

001070124

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

23. Waiver of Homestead. Borrower waives any right of homestead exemption in the Property

without charge. Borrower understands that this waiver may result in additional costs.

22. Release. Lender shall release its Security Instrument and the Property in full of all sums

secured by this Security Instrument, but not limited to reasonable attorneys' fees and costs of title evidence.

21. Including, 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

or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums

non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on

inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and

applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default;

of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraph 17 unless

21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

NON-FORMAL COVENANTS. Borrower and Lender further covenant and agree as follows:

relate to health, safety or environmental protection.

this paragraph 20. For the purpose of this paragraph, "Hazardous Substances" means federal, state and local laws and regulations that

pesticides and herbicides, volatile organic compounds, asbestos or vermiculite, and radioactive materials. As used in

government law and the following substances: gasoline, kerosene, oil, paint, oil or toxic petroleum products, toxic

As used in this paragraph 20, "Hazardous Substances" and those substances defined as toxic or hazardous substances by

all necessary or prudent actions in accordance with Environmental Law.

ing, removal or other remedial action of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take

in which Borrower has actual knowledge. If Borrower fails to do so, any governmental or regulatory authority, that

government or regulatory agency or private party, including the Property, Borrower and any Hazardous Substance or Environmental Law

Borrower shall promptly give Lender written notice of the assignment, claim demand, lawsuit or other action by any

residential uses and to maintenance of the Property.

storage on the Property of such quantities of Hazardous 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 on or in the Property. Borrower shall not be held liable for anything affecting the

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any

information required by applicable law.

address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

give or written notice of the change of address with paragraph 19 above and applicable law. The notice will state the name and

or more changes of the Loan Servicer, provided to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be

as the Loan Servicer, that all monthly payments due under the Note and this Security Instrument. There also may be one

Instrument may be sold or assigned to a third party without prior notice to Borrower. A sale may result in a change in the entity known

19. Sale of Note. Change of Loan Servicer. The Note or a partial interest in the Note together with this Security

not apply in the case of a sale of the Note under paragraph 17.

obligations secured by the Note shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall

this Security Instrument shall remain unchanged. Upon reinstatement by Borrower, this Security Instrument and the

that the form of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by

including, but not limited to, reasonable attorneys' fees, and takes such action as Lender may reasonably require to assure

cures any default of any other covenants or agreements, or pays all expenses incurred in enforcing this Security Instrument.

Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b)

Security Instrument, or a party of a judgment enforcing this Security Instrument. These conditions are that Borrower, (a) pays

applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this

enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days or such other period as

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

permitted by this Security Instrument without further notice or 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 notice is delivered or mailed within which Borrower must pay all sums secured by this

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

of this 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 its 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 natural 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 it

4420775000



# UNOFFICIAL COPY

Form 3014 9 90

92270124

payments may no longer be required, at the option of Lender, if mortgage insurance coverage on the amount and for the period that Lender requires provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or the coverage in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: on the total amount of the sums secured immediately before the taking, divided by (a) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor 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 sell or convey the Property, and apply the proceeds, in its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forfeiture by Lender Not a Waiver.** Extension of the time for payment or modification or 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 forfeiture by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and remain the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 1. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, or 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, is not personally obligated to pay the sums secured by this Security Instrument, and so 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 Note, and without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then, to any such loan charge that he reduced by the amount necessary to reduce the charge to the permitted limit, and the sums 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.

**14. Notices.** Any notices 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; Sovereignty.** 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 and the Note are declared 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 copy of the Note and of this Security Instrument.

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this \_\_\_\_\_ day of \_\_\_\_\_, 1990, and is incorporated into and shall be read with, amended and supplement the Mortgage Deed of Trust or Security Deed (the "Security Instrument") of the same date, and by the undersigned (the "Borrower") to secure Borrower's Note(s):

FIRST NATIONAL MORTGAGE CORPORATION,

the "Lender"

of the same date and covering the Property described in the Security Instrument and located at:

4115 N. 17TH STREET, CHICAGO, ILLINOIS 60641

Chicago, Illinois

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 attached to the Property described and shall also constitute the Property covered by the Security Instrument, including materials, appliances and goods of every nature whatsoever now or hereafter existing on, attached to or intended to be used in conjunction with the Property, including but not limited to: (1) all items of all supplies, including but not limited to heating, gas and electricity, gas, water, air and utility lines, pipes, conduits and conduits, conduits and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, shutters, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached to, covering or otherwise now or hereafter attached to the Property, all of which, including replacements and additions thereof, 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 in 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 in a federal law, Borrower shall not allow any lien attached 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.

20250420



# UNOFFICIAL COPY

Form 3170 9 90

14-19-128-015 1001 179

(Seal) \_\_\_\_\_  
Borrower

(Seal) \_\_\_\_\_  
Borrower

(Seal) \_\_\_\_\_  
Borrower RUTH/E. KALL, HIS WIFE

(Seal) \_\_\_\_\_  
Borrower HARRY KALL

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

permitted by the Security Instrument  
Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies

**L. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which

Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full

of Rents shall not cure or waive any default or insolvency or other right of remedy of Lender. This assignment of

Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application

control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take

and will not perform any act that would deprive Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has

of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Property, and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness

showing as to the inadequacy of the Property as security.

possession of and manage the Property and collect the Rents and profits derived from the Property without any

only those Rents actually received, and (ii) Lender shall be entitled to have a receiver appointed to take

Security Instrument, (i) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for

insurance premium, taxes, assessments and other charges on the Property, and then to the sums secured by the

not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs,

applied first to the costs of taking control of and managing the Property, and collecting the Rents, including, but

remain, (ii) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be

Property, shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the

shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the

as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender

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

an assignment for additional security only.

are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not

pursuant to Paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents

Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default

Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or

the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.**

12704726