

# UNOFFICIAL COPY

1957 (11250000)

Property of Cook County Clerk's Office

THIS MORTGAGE (Security Instrument) is given by  
**MORT**  
IN FAVOR OF **NOVA WIRSAHE, A SINGLE WOMAN**  
SINGLE MAN NEVER BEEN MARRIED

STATE OF ILLINOIS, FEDERAL SAVINGS BANK, DIVISION OF  
which is organized and existing under the laws of the United States  
at **5715 W. BIRCH ROAD, UBERFIELD, IL 60015**

FOR THE SUM OF **NINETY THOUSAND AND NO CENTS**  
(\$90,000.00) This debt is evidenced by promissory note for monthly payments, dated **APRIL 1, 1957**. This Security Instrument is to be held with interest and all reasonable extensions and amendments, advanced under paragraph 7 to protect the security of the loan and agreement under the Security Instrument and to hold and convey to the lender the following described property known as:

**GEOR**

lot 23 (except the North westerly corner, the South easterly 5 feet and the 1/4 corner and all houses) of that part of Section 8, Township 3 North, Range 12 East, 1st Meridian, 1st 2nd P.M. North 666 feet thereof

WITNESSED AND SEALED THIS 15th DAY OF

\* re-record to correct  
error of title

RECORDED BY THE CLERK OF COOK COUNTY  
DATE & HOUR: **NOVEMBER 15, 1957**  
INDEXED BY: **40630-1714** (Property Ac)  
FILED IN: **174-1045** (Tax Cert)  
BY: **CLERK OF COOK COUNTY**

(b) The term "Lien" shall include the mortgage liens now or hereafter created on the Property, and all easements, appurtenances, and 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 intended to be in the Security Instrument as the "Property."

**WARRANTY COVENANTS.** Borrower is lawfully titled of the estate hereby conveyed and has the right to mortgage, lease and convey the Property and that the Property is unencumbered, except for encumbrances of record disclosed herein and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** contains uniform covenants for recorded use and non-voidable covenants with recorded covenants by which to be a certificate uniform security instrument creating real property.

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

**1. Payment of Principal and Interest, Prepayment and Late Charges.** Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note, and any prepayments and late charges due under the Note.

**2. Lien for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay when due all taxes and payments due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments, including any other payments over this Security Instrument as a lien on the Property; (b) yearly landbank taxes; (c) payments of annual Property Tax; (d) yearly hazard or property insurance premiums; (e) yearly flood insurance premiums; (f) any other payments or charges payable to any governmental agency; and (g) any other payments or charges payable to any governmental agency. Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of the debt to which the aggregate Funds may equal, for Borrower's own account under the federal Real Estate Personal Finance Act of 1974, as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise provided to the Funds with a letter advising if so Lender may, at any time, collect and hold Funds in an amount not to exceed the amount of Funds due on the basis of current data and information received from the appropriate governmental agency. Lender may, at any time, collect and hold Funds in an amount not to exceed the amount of Funds due on the basis of current data and information received from the appropriate governmental agency. Lender may, at any time, collect and hold Funds in an amount not to exceed the amount of Funds due on the basis of current data and information received from the appropriate governmental agency. Lender may, at any time, collect and hold Funds in an amount not to exceed the amount of Funds due on the basis of current data and information received from the appropriate governmental agency.

If the Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity, Lender shall apply the Funds to pay the debt on the Note. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the account, or for any other charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraisal service used by Lender in connection with the loan, unless applicable law provides otherwise. Lender shall not be required to pay Borrower any interest on the Funds. Borrower and Lender may agree to a credit, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual statement of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums owed by the Security Instrument.

If the Funds shall be held by Lender or the account permitted to be held by applicable law, Lender shall account to Borrower for the Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is not sufficient to pay the Note when due, Lender may notify Borrower in writing, and, in the event of default, shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency by the date of the monthly payment, at Lender's sole discretion.

Upon payment in full of all sums required by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums due to the Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under this Security Instrument shall be applied, first, to any prepayment charges due under the Note, second, to amounts payable under the Note, and third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

**4. Charges and Fees.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may now or hereafter be levied on the Property, and landbank payments or ground rents, if any. If any of these obligations is due, unless provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on the date they are due, or as soon as possible thereafter. Borrower shall promptly furnish to Lender all notices of amounts to be paid under the Security Instrument. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts showing the payments.

**5. Lien.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees to the retention of the obligation created by the lien in a manner acceptable to Lender; (b) contests in good faith the validity of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender discharging the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which has priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take the action set forth above within 10 days of the giving of notice.

**6. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning, including within the term "extended coverage" and any other hazards, including theft and burglary, for which Lender requires insurance. This insurance shall be maintained in the amounts and

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... shall be subject to Borrower's right of redemption... shall be subject to Borrower's right of redemption... shall be subject to Borrower's right of redemption...

... If the Property is damaged... If the Property is damaged... If the Property is damaged...

... If the Property is damaged... If the Property is damaged... If the Property is damaged...

... Maintenance and Protection of the Property... Maintenance and Protection of the Property... Maintenance and Protection of the Property...

... Protection of Lender's Rights in the Property... Protection of Lender's Rights in the Property... Protection of Lender's Rights in the Property...

... Amounts Disbursed by Lender... Amounts Disbursed by Lender... Amounts Disbursed by Lender...

... Mortgage Insurance... Mortgage Insurance... Mortgage Insurance...

... Inspection... Inspection... Inspection...

... Coordination... Coordination... Coordination...

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The following is a list of the names of the persons who have been appointed to the office of Justice of the Peace for the County of Cook, Illinois, for the term ending on the 31st day of December, 1900.

The names of the persons who have been appointed to the office of Justice of the Peace for the County of Cook, Illinois, for the term ending on the 31st day of December, 1900, are as follows:

1. [Name]
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98. [Name]
99. [Name]
100. [Name]

... (b) the Lender shall not be liable for reimbursement of the costs of the Property pursuant to any power of sale exercised in the exercise of its powers of foreclosure or judgment enforcement, then Security Instrument. These conditions are not intended to prevent Lender from taking such action as it deems appropriate under the Security Instrument and the Note or if no such action had been taken, the Lender shall not be liable for reimbursement of any other costs or expenses, (c) pay all expenses incurred in enforcing the Security Instrument, including but not limited to attorneys' fees, and (d) take such action as Lender may deem appropriate to ensure that the benefits of this Security Instrument, Lender's rights in the Property and Borrower's obligations to pay the sums secured by this Security Instrument will continue unchanged. These conditions are not intended to prevent Lender from taking such action as it deems appropriate under the Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. These conditions shall not apply in the case of acceleration under paragraph 17.

18. **Rate of Note, Change of Loan Servicer.** The Note is a partial interest in the Note together with this Security Instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity that is the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will include the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

19. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the purchase, use, or disposal on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to residential uses and maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as such in hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic waste, and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

20. **ENTIRETY OF COVENANTS.** Borrower and Lender further covenant and agree as follows:

21. **Acceleration; 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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of this document.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any acceleration costs.

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

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These are the Security Instruments. If any or more of them are executed by the same and recorded together with this Security Instrument, the force and effect of each one of them shall be unimpaired and each shall extend and apply to the same extent and to the same Security Instrument as if the instrument were a part of this Security Instrument and the provisions hereof apply to all of them.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> First Mortgage   | <input type="checkbox"/> Construction Loan            | <input checked="" type="checkbox"/> 1st Landlord's Lien |
| <input type="checkbox"/> Second Mortgage  | <input type="checkbox"/> Second Time Development Loan | <input type="checkbox"/> Biweekly Payment Plan          |
| <input type="checkbox"/> Home Equity Loan | <input type="checkbox"/> Home Improvement Loan        | <input type="checkbox"/> Second Home Loan               |
| <input type="checkbox"/> Other (Specify)  |   |   |

THE ABOVE SAID DEEDS, RETURNS AND AGREEMENTS CONTAINED IN PAGES 1 THROUGH 6 OF THIS SECURITY INSTRUMENT AND IN ANY INSTRUMENT(S) REFERENCED BY THE ABOVE AND RECORDED WITH IT

STATE OF ILLINOIS, County of COOK

Patricia E. Drake, (Seal) Patricia E. Drake, (Seal)  
 Social Security Number: 333-30-3114 Social Security Number: 333-30-3430

Patricia E. Drake, (Seal) Patricia E. Drake, (Seal)  
 Social Security Number: Social Security Number:

STATE OF ILLINOIS, County of COOK, in and for said County and the

County of COOK, in and for said County and the

County of COOK, in and for said County and the

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## 1-4 FAMILY RIDER

Amendment of Note

THIS 1-4 FAMILY RIDER is made this 10th day of FEBRUARY 1992 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 certain Lender's Name is:

NORWOOD FEDERAL SAVINGS BANK, DIVISION OF DREXELFIELD FEDERAL SAVINGS (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:  
3414 NORTH LOVELLOY AVENUE, CHICAGO, IL 60630-1214

(Priority Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower hereby makes further covenant and agrees 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, ovens, 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 maintenance insurance in addition to the other hazards fire 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 readily evict or terminate the existing lessee and to execute new leases, to 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 hereby irrevocably 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 not be liable for

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... to ... the ... of ... and ...

... of ... as ... (as all ... and ...)

... of ... and ... including ...

**IN CASE OF DEFAULT PROVISION.** Borrower's default or breach ... shall be a breach under the Security Instrument and Lender may ...

**BY SIGNING HEREON,** Borrower accepts and agrees to the terms and ...

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FBI - CHICAGO

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