

ALL NOTICES TO TENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

THIS MORTGAGE ("Security Instrument") is given in
 1970 The mortgage is
 MARGARET A. WILSON, a-3 MARGARET A. GIERE, MARIED TO HERBOTHOMER JOHN GIERE

© Borrower: The Savings Instruments page of **HOME SAVINGS OF AMERICA FSB** which has organized and existing under the laws of the United States of America and whose address is 4000 Rivergate Road, Irwindale, California 91706-1444. Borrower will transfer the sum of \$50,000.

THE PURPOSES OF THE LAND AND MOVING

[illegible]

THE NORTH 1/4 OF SEC. 16, T. 41 N., R. 14 E., IN BLOCK 1, IN COOPER'S TRACT, ADJACENT TO RIVER WATER IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1-666 NEW KNOWN AS 1011 NORTH S. ENARDO AVENUE, CHICAGO, ILL. 60640

Fig. 24. 20-210-10.

92296019

92296049

DEPT-1 (SEE PAGE 5)
743832
41029 + 4492-296049
100% COUNTY OWNED

which has the address of 5455 NORTH GLENWOOD AVENUE
(Street)

CHICAGO
10-2-41

Elincos

1990

(1) "Property Address":

TOGETHER WITH all the improvements now or hereafter erected 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 referred to in this Security Instrument as the "Property."

Borrower Guarantants that Borrower 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.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower and Lender covenant and agree as follows:

2. Funds for Taxes and Insurance. Subject to applicable law, or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for property taxes and assessments which may attach prior to the Note, second, to amounts payable under paragraph 1 and 2 shall be applied, first, to any prepayment charges due under the Note, second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied, first, to any prepayment charges due under the Note, second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to the Note, second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

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 approved by Lender for its financial soundness, which shall not be unreasonably withheld. If Borrower fails to maintain coverage accepted by Lender, 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 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 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 restoration or repair of the Property damaged.

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 2 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.

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 2 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. 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 of this obligation if proceedings, whether civil or criminal, are begun that if continuing and faithless could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument. Lender's security interest in the Property may be lost in default and to restore, as provided in paragraph 10, by causing the action or proceedings to be dismissed with a ruling that, in Lender's sole and final determination, precludes forfeiture of the Borrower's interest in the Property. If other material impairment of the lien created by this Security Instrument or Lender's security interest, Borrower shall, as soon as practicable, during the loan application process, give material, 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 released, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title in 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 has priority over the Lender's rights in the Property (such as a foreclosure, bankruptcy, probate, condemnation, or forfeiture action, interference with the right of possession, 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, but are not limited to, the following: (a) the right to take possession of the Property; (b) the right to take possession of the Property; (c) the right to take possession of the Property; (d) the right to take possession of the Property; (e) the right to take possession of the Property; (f) the right to take possession of the Property; (g) the right to take possession of the Property; (h) the right to take possession of the Property; (i) the right to take possession of the Property; (j) the right to take possession of the Property; (k) the right to take possession of the Property; (l) the right to take possession of the Property; (m) the right to take possession of the Property; (n) the right to take possession of the Property; (o) the right to take possession of the Property; (p) the right to take possession of the Property; (q) the right to take possession of the Property; (r) the right to take possession of the Property; (s) the right to take possession of the Property; (t) the right to take possession of the Property; (u) the right to take possession of the Property; (v) the right to take possession of the Property; (w) the right to take possession of the Property; (x) the right to take possession of the Property; (y) the right to take possession of the Property; (z) the right to take possession of the Property.

Any amounts borrowed by Lender under this paragraph 7 shall be an additional debt of Borrower secured by this Security Instrument. Lender, Borrower and Lender agree that the term of payment of these amounts shall bear interest from the date of disbursement of the loan and shall be payable with interest upon demand from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition to 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 requested by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain a replacement mortgage insurance policy 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 a substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to the twelfth (12/12) 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 payments may no longer be required at the option of Lender if mortgage insurance coverage with the amount and for the period that Lender requires, previously in effect and 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, if applicable law.

9. Inspection. Lender or its agent may make a reasonable inspection and report on the Property. Lender shall give Borrower notice at the time of inspection and inspection report, and shall not be liable for the inspection.

10. Condemnation. The proceeds of any award or judgment for damages, interest or consequential damages, with any condemnation or other taking of all or part of the Property, or the proceeds of any award or judgment for damages, interest or consequential damages, shall be paid to Lender.

In the event of a taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not the taking is with or without compensation 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 of the taking, and the following fraction of the total amount of the sums secured immediately before the taking shall be paid to the holder of the security interest in 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, Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the sums secured by this Security Instrument, and the following fraction of the total amount of the sums secured immediately before the taking shall be paid to the holder of the security interest in 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, Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the sums secured by this Security Instrument, and the following fraction of the total amount of the sums secured immediately before the taking shall be paid to the holder of the security interest in the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is condemned by Borrower or its agent, or if the Property is taken by Lender or its agent, the proceeds of the taking shall be applied to the sums secured by this Security Instrument, whether or not the taking is with or without compensation 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 of the taking, and the following fraction of the total amount of the sums secured immediately before the taking shall be paid to the holder of the security interest in 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, Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the sums secured by this Security Instrument, and the following fraction of the total amount of the sums secured immediately before the taking shall be paid to the holder of the security interest in the Property immediately before the taking. Any balance shall be paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any application for payment of principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 and 12 of this Security Instrument, and such payments shall be made on the due date.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of an obligation of the sums secured by this Security Instrument granted by Lender to any successor 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 interest or refuse to extend time for payment or otherwise modify or terminate 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 to exercise any right or remedy shall not be a waiver of or prejudice to 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 all present and future 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 is a co-signer of this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, but is not personally obligated to pay the sums secured by this Security Instrument, and agrees that Lender and its 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.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** It 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 or if the law of this Security Instrument.

18. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have any remedies permitted by this Security Instrument without further notice or demand on Borrower by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke 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. 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.

enforcement of this Security Instrument shall be deemed to be a judgment concerning the sale of the Property pursuant to any power of sale contained in this Security Instrument or the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower:

- (a) pays lender all sums which they should be due under this Security Instrument and the Note as if no acceleration had occurred;
- (b) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (c) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (d) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (e) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (f) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (g) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (h) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (i) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (j) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (k) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (l) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (m) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (n) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (o) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (p) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (q) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (r) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (s) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (t) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (u) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (v) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (w) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (x) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (y) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;
- (z) pays all expenses incurred in enforcing this Security Instrument and the Note as if no acceleration had occurred;

19. **Sale of Note (Change of Loan Servicer).** The Note or a partial interest in the Note together with this Security Instrument may be sold one or more times without notice to Borrower. A sale may result in a change in the entity that collects monthly payments due under the Note and this Security Instrument. There also may be a change of the Loan Servicer with regard to a sale of the Note. If there is a change of the Loan Servicer, the new Loan Servicer will be notified in a separate writing paragraph. It is agreed that the new Loan Servicer will be notified in writing and the address to which payments should be made. The new servicer will continue to collect payments as required by the law. The new servicer will continue to collect payments as required by the law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage or release of any hazardous substance on the property, whether or not the property is used for residential purposes. The use of any hazardous substance on the property shall be in accordance with applicable law.

[illegible]

By Environmental Law and the following substances, gasoline, kerosene, other flammable or toxic petroleum products, toxic waste and hazardous materials, asbestos, lead-based paint, polychlorinated biphenyls (PCBs), radioactive materials. As used in this paragraph "toxic" means Federal laws and laws of the jurisdiction where the property is located that relate to the health safety or environmental protection.

Notwithstanding to the above, 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings 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 26, including, but not limited to, reasonable attorney's fees and costs of title evidence.

27. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

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

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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 riders were a part of this Security Instrument. [Check applicable boxes:]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

Witnesses:

Margaret A. Wilton
MARGARET A. WILTON

Margaret A. Wilton
MARGARET A. WILTON

(Seal)
—Borrower

[Signature]
MARGARET A. WILTON

(Seal)
—Borrower

(Seal)
—Borrower

(Seal)
—Borrower

[Space Below This Line for Acknowledgment]

LOAN NO. 1434567
State of Illinois

(Seal) County of

I, [Signature], a notary public, and for said county and state, do hereby certify that

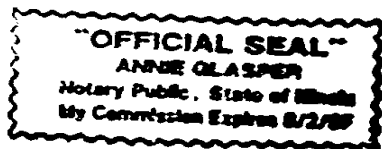
MARGARET A. WILTON, MARGARET A. WILTON, MARGARET A. WILTON, MARGARET A. WILTON

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of April, 1992.

My commission expires

92296019



Anne Glasper
Notary Public

SIGNING STRICTLY FOR THE PURPOSE OF WAIVING MY HOME-HEAD RIGHTS IN THE PROPERTY LOCATED AT EAST NORTH DEWABED AVENUE, CHICAGO, IL 60640

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Property of Cook County Clerk's Office

92296019

