

# UNOFFICIAL COPY

9 2 3 4 2 5 1 0

92342510

92341635

(Space Above This Line For Recording Data)

## MORTGAGE

011900581

THIS MORTGAGE ("Security Instrument") is given on ..... **MAY 15, 1992**..... The mortgagor is **MICHAEL J. MCGRAW AND MARGARET MCGRAW, HIS WIFE**

("Borrower"). This Security Instrument is given to **St. Paul Federal Bank for Savings**,

which is organized and existing under the laws of ..... **United States of America**....., and whose address is ..... **5700 W. North Ave., Chicago, Illinois 60635**.....

("Lender"). Borrower owes Lender the principal sum of **EIGHTY ONE THOUSAND, FIVE HUNDRED AND NO /100** Dollars (U.S. \$ ..... **81,500.00**.....). 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 **JULY 1, 2007**..... 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 13-24100** ..... **1111 W. Henderson, Chicago, IL 60635** ..... **40.00** square feet, 100% of value.

ALL OF LOT 221 AND THE EAST 8 FEET OF LOT 222 IN DITMAN  
PLACE, A SUBDIVISION OF THE NORTH 1/2 (EXCEPT THE SOUTH 10  
ACRES THEREOF) OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF  
SECTION 20, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, EAST OF THE THIRD PRINCIPAL MERIDIAN, **13-24100**,  
**COOK COUNTY, ILLINOIS**,  
**PIN #13-20-322-017-0000**

which has the address of ..... **6111 W HENDERSON** ..... **CHICAGO** .....

Illinois ..... **60634** ..... ("Property Address");  
(ZIP Code)

# UNOFFICIAL COPY

Form 3014 8/90 (Page 2 of 6 pages)

4. **Chargers' Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach prior to the date of payment of principal and interest, and interest paid by the lessee over this Security Instrument, and leave hold payable at paragaph 2, or if not paid in full within 30 days after demand, Borrower shall pay them on this paragaph, if Borrower makes these payments diversity, Borrower shall promptly furnish to Lender receipts evidencing

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

Upon payment in full of all sums received by him security instrument, such sum pending payment retained to reward his fidelity to Landlord, it under paragraph 21, Landlord shall acquire or set the Property, Landlord prior to the acquisition of funds held by Landlord, shall apply any funds held by Landlord at the time of acquisition of said as a credit against the sum

If the funds held by [REDACTED] exceed the amounts permitted to be held by subparagraph (i), [REDACTED] shall be liable to [REDACTED] for the difference between the amount held by [REDACTED] and the amount permitted to be held by [REDACTED].

2. Friends for Taxes and Trusts income, subject to applicable law or to a written waiver by Lender, Borrower shall pay yearly taxes and assessments which may attach prior to the Note, until the Note is paid in full, a sum ("Friends") for (a) leased or granted rights or property held in trust or in escrow for the benefit of Friends, (b) yearly leases or grants of property over this Section's instrument as a lien on the Note, (c) yearly payments of property taxes or assessments which may attach prior to the Note, until the Note is paid in full, a sum ("Friends") for (d) yearly leases and assessments over this Note, until the Note is paid in full, a sum ("Friends").

1. Payment of Principal and Interest: Prepayment and Late Charge. Borrower shall promptly pay when due principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

This section summarizes the main findings of the research and their implications for real property valuations by institutions in conducting a uniform appraisal instrument covering real property.

WHEREAS the COUNCILS, that constitute the PROPERTY, do now desire to have their demands, except for encumbrances of record, granted and carried, and that the PROPERTY is now unencumbered, except for encumbrances of record, therefore we witness

To clarify, write all the improvements now or later created on the property, and all extensions, appurtenances, and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Section.

# UNOFFICIAL COPY

9 2 3 4 2 5 1 0

## LOAN RIDER

LOAN NO. 011908581  
DATE MAY 15, 1992

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

6111 W HENDERSON, CHICAGO IL 60634

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

*Michael J. McGraw*

MICHAEL J. MCGRAW

Borrower

*Margaret McGraw*

MARGARET MCGRAW

Borrower

0232510

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

092000

# UNOFFICIAL COPY

9 2 3 4 2 5 1 0

**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 required 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, except 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 18, 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 requires 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

Form 3014 8/90 (page 5 of 6 pages)

50  
22  
22  
25  
10  
OTEN

# **UNOFFICIAL COPY**

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note is found to be invalid or unenforceable, such conflict shall not affect other provisions of this Security Instrument or the Note without application of the law, such conflict shall not affect the validity of this Security Instrument and the Note are declared to be severable.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mail to Borrower's principal place of business or at his address set forth in the Note or in any other manner provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender unless given as provided

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest or other loan charges collected in excess of the amount necessary to pay the principal may exceed the amount necessary to pay the principal over and above the amount necessary to pay the principal under the Note, then the loan charged shall be reduced by the amount necessary to pay the principal over and above the amount necessary to pay the principal under the Note or by making a partial payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

12. Successors and Assigns Bound; Joint and Severed Liability; Co-signers. The coverments and agreements of this Securitly Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements in Lender and Borrower, Any Borrower who co-signs this Securitly Instrument shall be joint and severable. Any Borrower who co-signs this Securitly Instrument shall be liable to Lender and Borrower, subject to the terms of this Securitly Instrument.

**11. BURGESS NOT RELEASED; PLEA AGREED BY LENDER NOT A WAIVER.** Extension of the time for payment or discharge of amounts secured by this Security Instrument shall not operate as a waiver of any right or remedy.

Unless I am asked to do so by the Leader and Spokesman of the party, any application of proceeds to purposes to which the party shall not extend or

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to condemn the same, Lender is authorized to collect and apply the proceeds, in full, in the manner and at the time and place specified by this Security Instrument, whether in law, equity or otherwise.

In the event of a total taking of the Property, the proceeds shall be applied to the sums received by this Security instrument, whether or not there are, with any excess, paid to Borrower, in the event of a partial taking of the Property in instruments, which the holder of the Property immediately before the taking is entitled to receive than the amount of the sums secured by this Security instrument before the taking is applied to the sums received by this Security instrument, whether or not the Property is taken in full, 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

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

of mortgagor's insurancce, losses reverve payments may no longer be required, as the option of Lender, if mortgagor's insurancce coverage (in 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 less coverage, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

# UNOFFICIAL COPY

9 2 3 4 2 5 1 0

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to ensure that the lien of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**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 prior notice to Borrower. A sale may result in a change in the entity (known as 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 state 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.

**20. 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 presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to 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 toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides 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.

**NON-UNIFORM 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. The notice 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 title evidence.

**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 recordation costs.

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

Form 3014 D-90 (page 5 of 6 pages)

92342310

# UNOFFICIAL COPY

**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)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

**X** **LOAN 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.

*Michael J. McGraw* ..... (Seal)  
—Borrower

MICHAEL J. MCGRAW

Social Security Number .....

*Margaret McGraw* ..... (Seal)  
—Borrower

MARGARET MCGRAW

Social Security Number .....

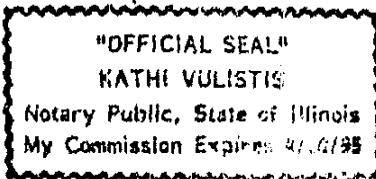
[Space Below this Line For Acknowledgment]

STATE OF ILLINOIS, ..... County ss:

I, *The Notary Seal*, a Notary Public in and for said county and state, certify that **MICHAEL J. MCGRAW AND MARGARET MCGRAW HIS WIFE**, 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 instrument as ..... **THEIR** ..... free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ..... 15<sup>th</sup> May 1982

My Commission expires:



Kathi Vulistis  
Notary Public

RAYMOND F SEIFFERT  
ST PAUL FEDERAL BANK FOR SAVINGS  
6700 W NORTH AV  
CHICAGO, IL 60635