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This instrument was prepared by:

.....
(Name)
.....
(Address)

COOK COUNTY

MORTGAGE

THIS MORTGAGE is made this day of 19..... between the Mortgagor,

CRAGIN FEDERAL BANK FOR SAVINGS a corporation organized and existing under the laws of whose address is (herein "Lender")
5133 West Fullerton Avenue - Chicago, IL 60639-1478

WHEREAS Borrower is indebted to Lender in the principal sum of Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note") providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in any confidence herewith to protect the security of this Mortgage, and the performance of the covenant and agreement of Borrower contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of State of Illinois

92395655

COMMUNITY TRUST GUARANTEE CO.
311 E. Randolph Rd., Suite 100
Lombard, Illinois 60148
(708) 512-0444 1-800-222-1566

DE 01 13 000100 \$27.00
T 0111 13 00 310 00 04792 151 0000
\$0.75 : * 122 - 3225655
COOK COUNTY RECORDER

which has the address of: (Street) (City)
..... (herein "Property Address")
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights, and profits, water, water rights, and water stock, and all fixtures 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 this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property"

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

03-21-11 12:00 PM

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Property of Cook County Clerk's Office

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7 with interest thereon shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries, views and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, in part thereof or for an encumbrance 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property, immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if a proceeding by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any borrower or co-borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower to Lender for payment or otherwise, maturity, amortization of the sums secured by this Mortgage by regular or irregular payments made by the original Borrower and Borrower, or for an interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or shall not preclude the exercise of, any such right or remedy. The procurement of installment or the payment of interest thereon as forbearance by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided by this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised simultaneously, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the successors, heirs, assigns and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, for any notice to Borrower provided for in this Mortgage shall be given in writing by first class registered mail addressed to Borrower at the Property Address or at another address if Borrower has notified Lender in writing of a change of address, and the actual notice to Lender shall be given by first class registered mail addressed to Lender at address stated herein or to such other address as Lender may designate by written notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower if it is given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This Mortgage is made pursuant to a uniform security instrument covering real property. This Mortgage shall be governed by the law of the State in which the Property is located. In the event that any provision of this Mortgage or the State law which governs with respect to this mortgage shall conflict with other provisions of this Mortgage or the State law which governs with respect to this mortgage, such conflict shall not affect other provisions of this Mortgage and the State law which governs with respect to this mortgage.

16. Borrower's Copy. Borrower will be responsible for obtaining copies of the Note and of the Mortgage at the time of execution or after execution hereof.

17. Transfer of the Property; Assumption. If all or a part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, the transferee of the property shall be deemed to have assumed and substituted to this Mortgage, by the creation of a partial release agreement, the obligations of the Borrower to Lender for, by devise, descent or by operation of law, upon the death of the Borrower, to the extent of the ~~grant of non-possessory interest in three years or less~~ ~~containing an option to purchase~~ Lender's interest in the sums secured by this Mortgage to be immediately due and payable. Lender shall have a right of assumption of liability prior to the date of transfer. Lender and the person to whom the Property or an interest therein is transferred shall execute a written agreement, with the stated effect, which person is satisfactory to Lender, and that the notice of partial release of the Mortgage shall be at or before a Lender shall request. If Lender does not receive the appropriate notice of assumption of liability from the Borrower, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to assume liability, Lender shall release Borrower from all obligations in accordance with paragraph 14 hereof. Such notice shall provide a period of 30 days from the date the notice is mailed within which Borrower may pay the sums due and due. If Borrower fails to pay the sums due prior to the expiration of such period, Lender may, without further notice or demand on Borrower, exercise its remedies provided in paragraph 11 hereof.

NON-ESTIMATED COVENANTS. Borrower and Lender together severally and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a sum and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of bankruptcy or decedent then Lender at Lender's option upon notice to Borrower, may make such appearance, disburse such including, but not limited to, eminent domain, insurance, code enforcement, or arrangements involving a Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, 7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this were a part hereof.

shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration and shall comply with the provisions of any lease if the Mortgage is on a leasehold. If this Mortgage is on a unit in a shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. 6. **Preservation and Maintenance of Property; Easements; Condominiums; Planned Unit Developments.** Borrower

acquisition or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or in and to any insurance policies and in and to the proceeds thereof, vesting from damage to the Property prior to the sale of such installment. If under paragraph 2 hereof the Property is acquired by Lender, all right, title and interest of Borrower or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of

Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or to the sums secured by this Mortgage. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for mortgage benefits. Lender to Borrower. If the Property is abandoned by Borrower, Lender shall have the right to sell the Property within 30 days from the be repaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is by Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of

by Borrower. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make good of loss if not made promptly and Borrower shall promptly furnish to Lender all reasonable information and documents in the event of loss, change in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage

insurance carrier. that such appraisal shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or if not paid in such manner by Borrower making payment, when due, directly to the such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, and in such amounts and to such periods as Lender may require. Lender shall not require that the amount of against loss by fire, hazards included within the term "covered" coverage, and such other hazards as Lender may require.

5. **Hazard Insurance.** Borrower shall keep the Property insured against fire, theft, and other perils of the Property or any part thereof, legal proceeding, which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, such lien in a manner acceptable to Lender or shall give notice to Lender in writing of any such event. Borrower shall be required to discharge any such lien as long as Borrower, that notice is given to the payment of the obligation secured by the borrower and all promptly discharge any lien which has priority over this Mortgage, provided that Borrower shall not be borrower shall make payment directly to Lender promptly furnish to Lender receipts regarding such payments. In the event the Property which may attain a priority over this Mortgage, and lessor's payments or ground rents, if any, in the manner provided under paragraph 2 hereof or if not paid in such manner by Borrower making payment, when due, directly to the

4. **Charges; Taxes; Assessments; and Other Charges, Fees, and Impositions** attributable to the Property, which may be assessed, levied, or imposed on the Property, shall be paid by Borrower, and in the manner principal on any Future Advances. Note and Paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and

3. **Application of Payments.** Lender shall apply all payments received by Lender under the Note and Paragraphs 1 and 2 hereof in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and Lender at the time of application a credit against the sums secured by this Mortgage.

shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender. If under paragraph 2 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall promptly return to Borrower any Funds held by Lender. Lender shall promptly return to Borrower any Funds held by Lender to Borrower if Lender is required to make good of loss if not made promptly by Lender. Lender shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed.

held by Lender shall not be sufficient to pay taxes, assessments, or ground rents as they fall due, promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds assessment, the amount of ground rents, and ground rents, at the time such excess shall be at Borrower's option, either the date of taxes, assessments, insurance premiums, and ground rents, shall exceed the amount required to pay said taxes, If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to by this Mortgage.

purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured shall give to Borrower, without charge, an annual statement of the Funds showing credits and debits to the Funds and the requires such interest to be paid. Lender shall not be required to pay to Borrower any interest or earnings on the Funds. Lender Mortgage that interest on the Funds that be paid to Borrower and Lender may agree in writing at the time of execution of this permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this or verifying and compiling said assessments and bills, interest, and taxes, and applying the Funds, analyzing said account, insurance premiums and ground rents. Lender may set charge for holding and applying the Funds to pay said taxes, assessments, state agency including Lender if Lender is such an institution. Lender shall apply the Funds to pay said taxes, assessments, The Funds shall be held in a institution the deposits or accounts of which are insured or guaranteed by a Federal or time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from a sum therein. Funds equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Lender on the day monthly installment of principal and interest are payable under the Note, until the Note is paid in full.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay on any Future Advances secured by this Mortgage. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note. Repayment and late charges as provided in the Note, and the principal of and interest

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the

5/27/2008