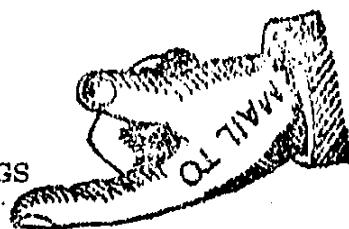


• PREPARED BY:
PAULA ARROYO
CHICAGO, IL 60639.

UNOFFICIAL COPY

RECORD AND RETURN TO:

CRAGIN FEDERAL BANK FOR SAVINGS
5133 WEST FULLERTON AVENUE
CHICAGO, ILLINOIS 60639



93132906

[Space Above This Line For Recording Data]

MORTGAGE

3-67206-02

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 25, 1993**. The mortgagor is
THOMAS J. DALY
AND MARY J. DALY, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
CRAGIN FEDERAL BANK FOR SAVINGS

DEPT-01 RECORDING \$31.50
T40010 TRAN 9614 02/19/93 11:18:00
\$9661.4 *-93-132906
COOK COUNTY RECORDER

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **5133 WEST FULLERTON AVENUE**
CHICAGO, ILLINOIS 60639 ("Lender"). Borrower owes Lender the principal sum of **SEVENTY FIVE THOUSAND**
AND 00/100 Dollars (U.S. \$ **75,000.00**).
WAS-51334601 N

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 **FEBRUARY 1, 2008**.
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:

LOT 36 IN FEINBERG'S SHERIDAN DRIVE ADDITION, SAID ADDITION BEING A SUBDIVISION OF LOT 3 AND THE SOUTH 49 FEET OF LOT 2 IN THE PARTITION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

93132906

14-20-410-020

which has the address of **922 WEST NEWPORT, CHICAGO**
Illinois **60657** ("Property Address");
Zip Code

Street, City :

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP GRILL 101011

VMP MORTGAGE FORMS - (312)203-8100 - 1800621-7281

Page 1 of 6

DPS 1088
Form 3014 9/90

Inv#:

TJ
MC

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Form 3014/990
DPS 1080

Page 2 of 6

MP -ER(LI) 9161

more of the actions set forth above within 10 days of the giving of notice.

this Security Instrument, Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument or (e) secures from the holder of the lien an agreement satisfactory to Lender under subordination of the lien to a defaulter against payment of the lien in, legal proceedings which in the Lender's opinion operate to prevent the by, or defends against enforcement of the lien in a manner acceptable to Lender; (b) contains in good faith the lien writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments, to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may affect priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay 4. (Charges) Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property 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 paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by Funds held by Lender. If, under paragraph 2, Lender shall require or sell the Property, Lender, prior to the acquisition or sale Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow items when due, Lender may notify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time to the Funds was made, The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, an annual account of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender may not charge Borrower for holding and applying the Funds, usually involving the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually involving the escrow account, or including Lender, if Lender is under contract to pay the Funds to pay the Funds to a federal bank, Lender shall apply the funds to the Funds shall be held in escrow in accordance with applicable law.

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount, so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds related mortgage loan a may require for Borrower's escrow account under the federal Residential Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," it any); (c) yearly mortgage insurance premiums, if any; (d) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes 2. Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest, Prepayment and Late Charges, Borrower shall promptly pay when due the UNIFORM CONTRACT FORMS, Borrower and Lender cover the following:

THIS SECURITY INSTRUMENT combines uniform coveralls for national use and non-uniform coveralls with limited warranties by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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

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

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the 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: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted loans will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

DPS 1002

Form 3014 9/90

Initials: 7

-BRILL (103)

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OCT 1970

340 E. 28th

MP-6R(11)

DPS 1081 Form 3014 9/90

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

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 avoidance or forfeiture or to enforce laws of reorganization), then Lender may do and include paying any sums secured by a lien which has priority over this Security instrument, preparing in court, paying reasonable attorney fees and expense on the Property to make repairs. Although Lender may take action under this paragraph

(unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of report or damage, if the restoration of report is 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, Lender may collect the insurance proceeds, Lender may use the proceeds to 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.

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.

5. **Hazard of Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the flood-ways insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods of flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier 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.

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17. Transfer of the Property or of the Lien. 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 notices 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 assure 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.

DPS 1083
Form 3014 9/90

LOAN - GRILL MTO

Page 8 of 8

SUSAN E. GRIFFIN

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DPS 1094

Notary Public, State of Illinois Exdiles 9/3/96

Notary Public

Notary Public
Martanne Ledesma

My Commission Expires:

Given under my hand and official seal, this 25th day of
free and voluntary act, for the uses and purposes herein set forth.

me this day in person, and acknowledge that THEY signed and delivered the said instrument, appeared before
personally known to me to be the same persons whose names subscribed to the foregoing instrument, apperead before

THOMAS J. DALY AND MARY J. DALY, HUSBAND AND WIFE
county and state do hereby certify that

a Notary Public in and for said

STATE OF ILLINOIS, COOK

County ss:

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
and supplements the covenants and agreements of each such rider shall be incorporated into and shall amend
with this Security Instrument, if one or more riders are executed by Borrower and recorded together
and supplements 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
this instrument.

(Check applicable box(es))

- | | | | | | |
|---|---|---|--|--|-------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Grandminimum Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvemnt Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) (Specify) | | | |