

# UNOFFICIAL COPY

DR. LOAN NO. 01-45739-21

This instrument was prepared by:

JESSICA NG  
Hoynes Savings Bank  
4786 N. Milwaukee Avenue  
Chicago, IL 60630

Mail  
T6'

Box 297

, DEPT-11, RECORD.T \$27.00

, T40011 TRAN 5092 03/17/93 13:18:00  
47535 \*-93-198849  
COOK COUNTY RECORDER

93198849

9-198849

MORTGAGE

This Mortgage ("Security Instrument") is given on MARCH 11TH, 1993. The mortgagor is CAROL S. CLOCK, WIDOW, NOT SINCE REMARRIED.

"Borrower"). This Security Instrument is given to Hoynes Savings Bank, which is organized and existing under the laws of The State of Illinois, and whose address is 4786 N. Milwaukee Ave., Chicago, IL 60630. ("Lender") Borrower owes lender the principal sum of SIXTY EIGHT THOUSAND AND NO/100THS Dollars (U.S. \$ 68,000.00). 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 MAY 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; (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 TWO (2)

IN MCCABE'S FIRST ADDITION TO EAST RIDGE TERRACE BEING A SUBDIVISION OF PART OF THE NORTH FIVE HUNDRED THIRTY ONE (531) FEET OF LOT E OF PAINE ESTATE DIVISION OF THE EAST ONE HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

93198849

27°

REAL ESTATE TAX INDEX NO. 09-25-314-016

which has the address of 7407 North Overhill, Street, Chicago, (City)  
Illinois 60631, (Zip Code) ("Property Address");

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 rights, and stock and all 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."

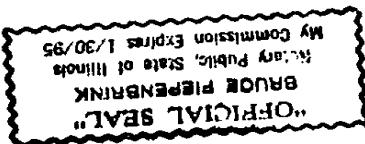
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims 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.

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The logo for Hoyne Savings Bank features the word "Hoyne" in a bold, sans-serif font, with "Savings" stacked directly below it. To the right of the text is a stylized graphic element consisting of three vertical bars of increasing height from left to right, with a smaller bar positioned to the right of the tallest one.



Given under my hand and Notarial Seal, this 11 day of April, 1993  
the said instrument as HEREBY acknowledged that I, IS  
personally known to me to be the same person, whose name  
appeared before me this day in person, and acknowledged that  
I, SHE, subscriber to the foregoing instrument,  
free and voluntarily act, for the uses and purposes herein set forth.

DO HEREBY CERTIFY that CAROL S. CLOCK, MIDDLE, NOT SING, REMARIED,  
I, Nettie Puleia, a Notary Public in and for said County, in the State aforesaid,

.....  
Borrower  
(Seal)

.....  
.....  
.....

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.

Other(s) [Specify] \_\_\_\_\_

Adjustable Rate Rider       Condominium Rider       2-4 Family Rider

#### Planned Unit Development Rider

22. Waiver of Homeowners liability in case of homesteaded exemption;  
23. Right of Borrower to withdraw from this Security Instrument if one or more riders are executed by Borrower and recorded together with 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 Security Instrument as it the rider(s) were part of this Security Instrument. [Check applicable box(es)]

21. **Rental Fee.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay recordation costs. Together with a release fee.

to, receives fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

collect the rents of the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited

Individually appointed executive shall be entitled to enter upon, like possession of and manage the property so long as it is held by the lessee.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any costs of little evidence.

require immediate payment in full of all sums due and owing by the Debtor to the Creditor, including all interest accrued thereon, and the Debtor shall remain liable to the Creditor for all expenses incurred by the Creditor in collecting such amounts.

**Property.** The notice shall suffice to give the holder of all sums received by the Surety before or after the date specified in the notice, to remit to the creditor to whom the debt is due, or to his heirs, executors, administrators and successors in interest, the amount so received.

defaulter 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, foreclosed by judicial proceeding and sale of the

13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required  
10 to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the

19. 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 Paragraphs

NON-UNIFORM GOVERNANTS. Borrower and Lender further covenant and agree as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. 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.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking 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, 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.

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 payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. 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.

**11. 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 the Borrower's consent.

**12. 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 limits 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.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**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.

**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 had no acceleration 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 paragraphs 13 or 17.

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to Borrower requesting payment, to the date of disbursement shall be paid to Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument unless Borrower and Lender agree otherwise to other terms of payment than those set forth in this Paragraph 7.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by Lender may take action under this Paragraph 7, Lender does not have to do so. Security instrument, appearing in court, paying reasonable attorney fees and entering into make rights in the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or other legal proceeding that may significantly affect and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold change of Property, allow the Property to deteriorate or commit waste, if this Security instrument is on a leasehold, and fee title shall not merge unless Lender agrees to the merger in writing.

6. Preservation and Maintenance of Property: Lender shall not destroy the Security instrument is an amount of the sums secured by this Security instrument immediately prior to the acquisition of the property prior to the date of the payment, if under Paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies instead of postponing the due date of the monthly payments referred to in Paragraphs 1 and 2 or changing the amount 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 ex-

ceeds proceeds resulting from damage to the Property prior to the acquisition of the security instrument, which of the payments, if the restoration of the property is not economically feasible or Lender's security would be lessened, if the restoration of repair is not economic, Lender's security is not repaired or the restoration of the property damaged in writing, unless Lender agrees to the repair when the notice is given.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to the repair or use the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds, Lender may paid to Borrower, if Borrower abandons the security instrument, whether or not it is due, with any excess proceeds shall be applied to the sums secured by this security instrument, if the restoration of the property is not lessened, if the restoration of repair is not economic, Lender's security would be lessened, the security is not

repaired or the repair otherwise agreed in writing, unless Lender agrees to the repair when the notice is given.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. All insurance policies shall be insurance company which shall not be uninsured by Borrower.

5. Hazard Insurance: Borrower shall keep the improvements now existing or hereafter effected on the Property

against all risks by fire, hazards included within the term "extincted coverage", and any other hazards for which

Lender requires losses by fire, hazards included within the term "extincted coverage", and any other hazards for which

insured against losses by fire, hazards included within the term "extincted coverage", and any other hazards for which

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

Lender may give Borrower a notice identifying the fire, Borrower shall satisfy the lien or take one or more of the

determines that any part of the Property is subject to a lien which may attach priority over this Security instrument, Lender holder of the lien an agreement satisfactory to Lender, notwithstanding the lien to this Security instrument, if Lender

upholds its operation to prevent the enforcement of any part of the Property; or (c) secures from

tests in good faith the lien by, or demands payment of the lien in, legal proceedings which in the Lender's

(a) agrees in writing to the payment secured by the lien in a manner acceptable to Lender; (b) con-

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower:

fails to render receipts evidence in writing the same.

of amounts to be paid under this Paragraph, if Borrower makes these payments directly, Borrower shall promptly

Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower

Property which may attain priority over this Security instrument, and leasehold payments or ground rents, if any,

Paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to preparement charges due

3. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under

Lender at the time of application as a credit against the sums secured by this Security instrument.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Bor-

shall pay to Lender any amount necessary to make up the deficiency in one of more escrow items as required by Lender,

of Funds, if the escrow items, shall exceed the amount required to pay the escrow items when due, the excess

to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess

If the amount of the Funds held by Lender, together with future monthly payments of Funds payable prior

Funds are pledged as additional security for the sums secured by this Security instrument.

The Funds due on the basis of current deposits of which are insured or guaranteed by a federal

or state agency (including Lender if Lender is such an institution), Lender shall apply the escrow items to pay the escrow

items, Lender may not charge for holding and applying the Funds, analyzing the account of verifying the escrow

items, unless Lender pays Borrower interest on the Funds and applies the escrow items to make such a charge.

unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Bor-

Power any interest or carries on the Funds. Lender shall give to Borrower, without charge, an annual accounting

of the Funds showing credits and debits to the Funds. Lender shall give to Borrower, without charge, an annual accounting

of the Funds showing credits and debits to the Funds. Lender shall give to Borrower, without charge, an annual accounting

(d) yearly moratorium on the Funds, Lender shall give to Borrower, without charge, an annual accounting

(b) yearly leasehold payments on the Funds, Lender shall give to Borrower, without charge, an annual accounting

(a) yearly taxes and assessments which may attach priority over this Security instrument; and

equal to one-twelfth of: (a) yearly taxes and assessments which Note, until the Note is paid in full, a sum ("Funds")

pay to Lender on the day monthly payments are due under the Note, Borrower shall pay by Lender, Borrower shall

2. Funds for Taxes and Insurance: Subject to applicable law or to a written waiver by Lender, Borrower shall

the principal of and interest on the debt evidenced by the Note and any prepayments due charges due Note,

1. Payment of Prepaid and Late Charges: Borrower shall pay promptly pay when due