

PREPARED BY:
MICKEY HATFIELD
CHICAGO, IL 60609

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RECORD AND RETURN TO:

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



93338452

(Space Above This Line For Recording Date)

MORTGAGE

11-67768-02

93338452

THIS MORTGAGE ("Security Instrument") is given on **APRIL 26, 1993**
WALTER R. HUBER, JR.
AND SHIRLEY L. HUBER, HUSBAND AND WIFE

The mortgagor is

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

DEPT-01 RECORDING \$31.50
706666 TRAM 2450 05/06/93 08122100
43938 * 93-338452
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
ONE HUNDRED THOUSAND AND 00/100 Dollars (U.S. \$ **100,000.00**).

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, 2023**.

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:

**THE EAST 15 FEET OF THE WEST 176.6 FEET OF LOT 7 IN RIVERVIEW ACRES,
BRING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 1, TOWNSHIP 30 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.**

18-01-316-011

which has the address of **7841 45TH STREET, LYONS** Street, City,
Illinois **60534** Zip Code ("Property Address");

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

VIA MORTGAGE FORMS 1113/28-1/100 (900821-1761)

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DPS 1988

Form 3014 9/90

31/50
P.M.H.
J.H.

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payments may no longer be required, in the event Lender's mortgage insurance 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 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.

10. **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 payments 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 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.

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 the 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.

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Form 1083

Form 1083
03/14/10

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

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 recording costs.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration (but not 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 elect after acceleration to 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 this evidence.

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.

19. Sale of Note (Change of Lender). 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 "Lender") that makes monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lender (unrelated to a sale of the Note). If there is a change of the Lender, 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 Lender and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Retain. 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 and the Note as if no acceleration had occurred. Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred. (b) Lender may enter into 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.

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

16. Lender's 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 those sums prior to the expiration of this period, Lender may make any remedies permitted by this Security Instrument without further notice or demand on Borrower.

15. Environmental Law. "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

14. As used in this paragraph 14, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, and radioactive materials. As used in this paragraph 14, "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

13. All necessary remedial actions in accordance with Environmental Law. If Borrower has actual knowledge, or is notified by any governmental or regulatory agency or other party involving the Property and any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take any removal or other remedial action in accordance with Environmental Law.

12. As used in this paragraph 12, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, and radioactive materials. As used in this paragraph 12, "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

11. As used in this paragraph 11, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, and radioactive materials. As used in this paragraph 11, "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

10. As used in this paragraph 10, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, and radioactive materials. As used in this paragraph 10, "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

9. As used in this paragraph 9, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, and radioactive materials. As used in this paragraph 9, "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

8. As used in this paragraph 8, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, and radioactive materials. As used in this paragraph 8, "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

7. As used in this paragraph 7, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, and radioactive materials. As used in this paragraph 7, "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

6. As used in this paragraph 6, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, and radioactive materials. As used in this paragraph 6, "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

5. As used in this paragraph 5, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, and radioactive materials. As used in this paragraph 5, "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

4. As used in this paragraph 4, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, and radioactive materials. As used in this paragraph 4, "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

3. As used in this paragraph 3, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, and radioactive materials. As used in this paragraph 3, "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

2. As used in this paragraph 2, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, and radioactive materials. As used in this paragraph 2, "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

1. As used in this paragraph 1, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, and radioactive materials. As used in this paragraph 1, "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the 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"/> V.A. Rider | <input type="checkbox"/> Other(s) (Specify) | |

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

Witness *Walter R. Huber, Jr.* (Seal) Borrower
WALTER R. HUBER, JR.

Witness *Shirley L. Huber* (Seal) Borrower
SHIRLEY L. HUBER

(Seal) Borrower

(Seal) Borrower

Property of Cook County Clerk's Office

90025452

STATE OF ILLINOIS, COOK County ss:
Walter R. Huber, Jr. a Notary Public in and for said county and state do hereby certify that WALTER R. HUBER, JR. AND SHIRLEY L. HUBER, HUSBAND AND 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 said instrument as FREE free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *26* day of *April*

My Commission **"OFFICIAL SEAL"**
Wendy A. Shore
Notary Public, State of Illinois
My Commission Expires 6/27/96

Walter R. Huber, Jr.
Shirley L. Huber
Notary Public
Wendy A. Shore