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DUK COUNTY ILLINOIS NO. 01-45917-21
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MAY 20 PM 12:17
N.O. 7437075

This instrument was prepared by:
Mary Wilhelm

Hoyne Savings Bank
4786 N. Milwaukee Avenue
Chicago, IL 60630

Box 297

93382812

270°

2p

MORTGAGE

This Mortgage ("Security Instrument") is given on May Fourteenth, 1993. The mortgagor is LEN W. SWENSON and VOULA R. SWENSON, HIS WIFE, F/K/A VOULA R. SABOR.

(Borrower"). This Security Instrument is given to Hoyne 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 NINETY THOUSAND AND NO/100ths Dollars (U.S. \$.90,000.00). 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 June 1, 2005. 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 17 in Stolizner's Subdivision of Lots 1 to 20, both inclusive in Block 87 in Town of Norwood Park a Subdivision of that part of Norwood Park lying North and East of Norwood Avenue, being all of Section 6, Township 40 North, Range 13 (except 30 acres in the North East 1/4 of the North East 1/4 North of Rand Road) and part of Section 31, Township 41 North, Range 13 into Blocks 44 to 94 both inclusive all subdivided into lots recorded August 27, 28 and 29, 1873 as Document 117855 in Section 6, Township 40 North, Range 13 in Cook County, Illinois.

REAL ESTATE TAX INDEX NO. 13-06-222-016
which has the address of 6001 N. Navarre, Chicago,

[Street] [City]
Illinois 60631 ("Property Address");
[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 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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4786 NORTH MILWAUKEE AVENUE • CHICAGO, ILLINOIS 60630 • 312/283-4100



Given under my hand and Notarial Seal, this day of January, 1974.

The undersigned before me this day in person, and acknowledged that they subscribe to the foregoing instrument, personally known to me to be the same person, whose name is A. D. WIEMANN, a Notary Public, State of Illinois, duly qualified, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.

My Commission Expires 10/1/93
Notary Public, State of Illinois
THEODORE O. WIEMANN
"OFFICIAL SEAL"

DO HEREBY CERTIFY that LEN W. SWENSON and YOUTA R. SWENSON, his wife, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LEN W. SWENSON and YOUTA R. SWENSON, his wife,

I, THE DEBTOR C. W. LEWIS

COUNTY OF COOK SS

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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.

Adjustable Rate Rider Condominium Rider Family Rider Other(s) [Specify] _____

Graduate Payment Rider Planned Unit Development Rider

Fixed Payment Rider Rent-to-Own Rider

This Security Instrument contains the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement 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 this Security Instrument as if the rider(s) were part of 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 this Security Instrument as if the rider(s) were part of this Security Instrument.

23. 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 this Security Instrument as if the rider(s) were part of this Security Instrument.

22. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.

Instrument. Borrower shall pay recordation costs. Together with a release fee.

21. Release. 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.

20. Lender in Possession. Lender accelerates unpaid principal paragraph 19 or abandonment of the Property and all costs of title evidence.

In pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and forcible sale of this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in the foreclosure of this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in the foreclosure of this Security Instrument by judicial proceeding, Lender shall be entitled to assert in the notice to redeem the rights to reinstate after acceleration proceeding and sale of the property. The notice shall be given by Lender to the default inform Borrower of the date specified in the notice to assert in the acceleration of the sum secured by this Security Instrument, forceful seizure by judicial proceeding and sale of the property. The notice must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in the foreclosure. If the default is not cured by (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice to assert in the acceleration of the sum secured by this Security Instrument, forceful seizure by judicial proceeding and sale of the property. The notice shall be given by Lender to the default inform Borrower of the date specified in the notice to assert in the acceleration of the sum secured by this Security Instrument, forceful seizure by judicial proceeding and sale of the property. The notice must be cured; and (d) that failure to cure the default on or before the date specified in the notice to assert in the acceleration of the sum secured by this Security Instrument, forceful seizure by judicial proceeding and sale of the property. The notice shall be given by Lender to the default inform Borrower of the date specified in the notice to assert in the acceleration of the sum secured by this Security Instrument, forceful seizure by judicial proceeding and sale of the property. The notice must be cured; and (d) that failure to cure the default on or before the date specified in the notice to assert in the acceleration of the sum secured by this Security Instrument, forceful seizure by judicial proceeding and sale of the property.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of 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 time the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice to assert in the acceleration of the sum secured by this Security Instrument, forceful seizure by judicial proceeding and sale of the property. The notice shall be given by Lender to the default inform Borrower of the date specified in the notice to assert in the acceleration of the sum secured by this Security Instrument, forceful seizure by judicial proceeding and sale of the property.

NON-UNIFORM COVENANTS. 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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Borrower shall promptly disclose any information which has priority over this Security Instrument unless Borrower agrees in writing to the payment secured by the lien in a manner acceptable to Lender; (b) consents in good faith by heretofore or hereafter executed instrument to any part of the lien to this Security Instrument; (c) secures from the holder of the lien an enforcement of the lien to this Security Instrument; or (d) secures from the Lender that any part of the Property is subject to a lien which may attain priority over this Security Instrument; the Lender may give Borrower a notice identifying the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable.

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 until payment in full of all sums made or remitted by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance premiums and renewals notices, if Lender requires, Borrower shall promptly give notice to the insurance carrier and Lender and make proof of loss if not made or remitted by Borrower.

Lender shall receive all receipts of paid premiums and renewals, if Lender requires, Borrower shall promptly give notice to the insurance carrier and Lender and receive all renewals notices, in the event of loss, Borrower shall give notice to Lender and Borrower shall make proof of loss if not made or remitted by Borrower.

In the event of loss, Borrower shall be liable for all expenses of repair or restoration or replacement of the Property damaged, if the repair is economically feasible and Lender's security interest is not lessened. In the event of loss, Borrower shall be liable for all expenses of repair or replacement of the Property damaged, if the repair is not economically feasible and Lender's security interest is not lessened.

Unless Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to restoration or repair of the Property damaged, if the repair is not economically feasible and Lender's security interest is not lessened.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed 30 days, the period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed 30 days, the period will begin when the notice is given.

Unless an agreement is made of or terminates prior to the date and upon such terms as may be agreed upon by the parties, the amounts due under this paragraph shall be paid to the Borrower by the Lender at the rate of interest to be paid on the principal amount of the funds held by the Lender for the purpose of accounting for the funds held by the Lender. The funds are pledged as additional security for the sums secured by this Security Instrument. If the funds are pledged as additional security for the future monthly payments of funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of funds, if the amount necessary to make up the deficiency in one or more payments is less than the sum of all funds held by the Lender. Any funds paid in full in full of all sums secured by this Security Instrument shall be repaid to the Lender by the Borrower prior to the sale of the property for its acquisition by the Lender, any funds held by the Lender at the time of application as credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless otherwise provided by law applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to principal due, under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due, charges; fifth, to taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

4. Charges. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time under this paragraph. If Borrower makes these payments directly to Lender all notices of amounts to be paid under this paragraph shall be given to Lender.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly to Lender all notices

UNIFORM COVENANTS. Borrower shall promptly pay when due principal of and interest on the debt evidenced by the Note and any prepayments. Borrower shall covenant and agree as follows:

- 1. Payment of Principal and Interest;** Prepayment and Late Charges. Borrower shall pay when due principal of and interest on the debt evidenced by the Note and late charges due under the Note.
- 2. Funds for Taxes and Insurance;** Subj ect to Applicable Law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may accrue over this Security Instrument; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the escrow items due on the basis of current data and reasonable estimate of future escrow items.