WHEN RECORDED MAIL TO

94293936

NORTH FEDERAL SAVINGS BANK 100 W. NORTH AVE. CHICAGO, ILLINOIS 60610

Loan Number: 44-125368



EFF-93 MICGADING \$31,500 1:0000 16A0 7105 03/31/94 15:53:00 £1.74 % w~94~293936 COOK (Contr.) Becomber

JSPACE ABOVE THIS LINE FOR RECORDING DATAL

MORTGAGE

March 24, 1994 THIS MORTGAGE (Security Instrument") is given on The mortgagor in ELSIE ADEX A. MANALAC and ELEANOR D. MANALAC, HUSBAND AND WIFE

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

which is organized and existing under the less of THE UNITED STATES OF AMERICA, and whose address is 100 W. NORTH AVE., CHICAGO ILLINOIS 60610

("Lender"). Borrower owes Lender the principal sum of SIXTY-EIGHT THOUSAND DOLLARS AND 00/100

68,000,00). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S.\$ Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lendor: (a) the repayment of the debt 1, 2004 April 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 protec the security of this Security Instrument; and (e) 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

County, Illinois: COOK

IN BLOCK 3 IN OLIVER SALINGER AND COMPANY'S SIXTH KIMBALL BOULEVARD ADDITION TO NORTH EDGEWATER, BEING A SUBDITISION IN THE NORTHEAST FRACTIONAL 1/4 SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-02-211-016

which has the address of 6147 N. KIMBALL

(Street)

Illinois

人上とこのことはトフ

60659

("Property Address");

[Zip Code]

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

Form 3014 9/90 (page 1 of 6 pages)

CHICAGO

ITRM 1876 (9012)

TOGETHER WITH all the improvements now or hereafter/erected on the property, and all ensements, appartenances, and 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 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a hen on the Property; (b) yearly leasehold payments or ground rents on in Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, offset and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage from may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to Unie 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at roy time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and teasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable by:

The Funds shall be held in an institution whose deposits are instred by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in my federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Horrower interest in the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one proceder of an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law proceder otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Fands and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to 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 is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall more up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promotly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or self the Property, Lender, proof to the acquisition or sale 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 this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Levder under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts pay ble under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground reats, it any. Borrower shall pay these configurations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the purson owed payment. Borrower shall promptly turnish to Leader all notices of amounts to be paid under this paragraph. If the Borrower makes these payments directly, Borrower shall promptly furnish to Leader receipts evidencing the payments.

Borrower shall promptly discharge any hen which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the hen in a manner acceptable to Lender; (b) contests in good faith the hen by, or defends against enforcement of the hen in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the hen; or (c) secures from the holder of the hen an agreement satisfactory to Lender subordinating the hen to this Security Instrument. If Lender determines that any part of the Property is subject to a hen which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the hen. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the in provements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "entended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts 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 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.

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, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not 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 II 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, then Lender may collect the insurance, proceeds. Lender may use the proceeds to repair or 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.

Unless Lender and 30 rower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly palments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired of Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Lenseholds. Borrower shall occupy, establish, and use the Property a Aorrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at feast one year after the date of occupancy, unless Lender otherwise agrees in virtuig, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's cant of Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, Horrower shall be in default it any forfeiture action or proceeding, whether civil or criminal, is began that in Lender's good tests judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument of ignider's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Troperty or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including by jot limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leaseholf and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the eccenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights to the Property (such as a proceeding in bankruptcy, probate, for condemnation or forletture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying remonal te at orneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender document of so.

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 payment.

- 8. Mortgage Insurance. 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 mortgage insurance on effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a som equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in ficu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage meanance 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 asspection.
 - 10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any Single Family -- Fannie Mae/Freddie Mae UNIFORM INSTRUMENT -- Uniform Covenants 9/90 (page 3 of 6 pages)

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, whother 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 shall be reduced by the amount of the proceeds multiplied by the following traction. (a) the total amount of the sums secured immediately before the taking, divided by (b) the tair market value of the Property ammediately 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 a handoned by Borrower, or if, after notice by Lender to Borrower in at 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, and her or not then due.

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

- 11. Borrower Not Released; For segurate by Lender Not a Walver. Extension of the tone 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 of 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 cason 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 Severa Hability; Co-signers. The coverants and agreements of this Security Instrument shall band and benefit the successors and assigns of receder and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who cosagos that Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only o portgage, grant and convex that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to prevale 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 Bo rower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a low 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 an ount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits whiche refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a doost 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 inless 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 in all to Lender's address stated herein or any other address Lender designates by notice to florrower. 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 has been or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of 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. Horrower's Copy. Borrower shall be given one conformed copy of the Note and of this becomy Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Horrower. 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 new a natural person; without Lender's prior written consent, Lender may, at its option, required immediate payment in full of all source secured by this Security Instrument. However, this option shall not be exercised by Lender it exercise is prohibited by lederal 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 Bottower (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 hen 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 romain fully effective as if no acceleration had occurred. However, this right to remistate 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 Hocrower. 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. Hezardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Universal Law. The preceding two sequences shall not apply to the presence, use, or storage on the Property of small quantifier of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Under written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If horrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodintion of any Hazardous Substance affecting the Property is necessary, Horrower shall promptly take all necessary remedial actions in accordance with Engirol mental Law.

As used in this paragraph 20, "Hazardous Submirves," are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: grading, korosene, other flammable or toxic petroleum products, toxic petroleum products, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal law 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 povenant and agree as tollows:

21. Acceleration; Remedies. Lender shall give notice to Borrover prior to acceleration following Borrover'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 core the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default of as be cured; and (d) that failure to core 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 cored 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 accorded in pursuing the remedies provided in this paragraph 21, including, buy not limited to, 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. Waive of Homestead. Borrower waives all right of homestead exemption in the Property.

UNOFFICIAL COPY

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 covenants and agreements of this Security In [Check applicable box(es)]	of each such rider shall be incorporated i strument as if the rider(s) were a part of th	nto and shall amend and supplement the is Security Instrument.
Adjuntable Rate Rider	[Condominum Rider	[]] 1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	[] Second Home Rider
Other(s) [specify]		
BY SIGNING BELOW, Borrower accept any rider(s) executed by Borrower and record	ts and agrees to the terms and covenants co led with it.	ntained in this Security Instrument and in
Withousen:	I line I have Day	Militar Jac (Soul)
7	EUSIE ALEX A. MAI	
	Leaner Palice	stricture (South
	ELEANOR D. MANAL	• • • • • • • • • • • • • • • • • • •
STATE OF ILLINOIS, 1. (H.S. LOSSICO) SYLO	County, a Notar	
do hereby certify that ELSIE ALEX A	, MANALAC and ELEANOR D. I	MANALAC RESCOSS
·	onally known to me to be the same person(;	64
subscribed to the foregoing instrument, appear		10
and delivered the said instrument as	their tree and voluntary i	ics, the the uses and purposes therein set
forth.	1, this 2 / day of Ka (1)	ch, KW
Given under my hand and official sea	t, this way or w	-0
My Commission expires:	1 KMONIUM) PHOC	
•		ري Notary Public
This instrument was prepared by ROBERT H. RUSHER (Name)	armild in the coloury training to the first the first to the coloury training training the coloury training traini	¥ }
100 W. NORTH AVE., CHICAGO, IL (Address)	60610	Andrews of the State of the Sta