

PREPARED BY:
MICKEY HATFIELD
CHICAGO, IL 6064

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**COURT COUNTY, ILLINOIS
TRIBUNAL RECORDS**

RECORD AND RETURN TO:

CRAGEN FEDERAL BANK FOR SAVINGS
5113 WEST FULLERTON AVENUE
CHICAGO, ILLINOIS 60639

96 PPR 13 PH 2151

94332821

(Space Above This Line For Recording Data)
**FIRST AND SUBORDINATE
MORTGAGE**

01-21692-02

330

THIS MORTGAGE ("Security Instrument") is given on **MARCH 31, 1994**
EDWARD LELAND, A BACHELOR

The numerator is

(“Borrower”). This Security Instrument is given to
CRAIGIN FEDERAL BANK FOR SAVINGS

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 FIFTY FIVE THOUSAND SIX HUNDRED AND 00/100 County ("Lender"). Borrower owes Lender the principal sum of Dollars (U.S. \$ 55,600.00).

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 APRIL 1, 2024.

This Security Instrument secures to Lender: (a) the copayment 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:

PARCEL 1, THE WEST 17.0 FEET OF THE EAST 102.11 FEET OF Lot 26 IN
BLOCK 7 IN ARGYLE, BEING A SUBDIVISION OF Lots 1 AND 2 IN PARTRIDGE AND
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

14-08-405-011

which has the address of 1047 WEST WINONA-UNIT #21, CHICAGO
Illinois 60640 ("Property Address");
Zip Code

Street, City ,

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

WSTO - BR(H) (1103)

YMC MULITIQUOTE 1055M9 : 0110120111160 : 100000211281

Page 1 of 1

DPS 1000
Form 3014 9/90

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Form 304-A (BMO)
DR 1000

none of the actions set forth above without the delay of the Banking Act notice.
This Security Instrument, Lender may give notice in writing the intent, Borrower shall advise the Lender of his security interest in the property as part of the property is subject to a loan which may affect another instrument or the title to the property to Lender under circumstances of the loan or the holder of the loan in legal proceedings which in the Lender's opinion violates the law, or defrauds, against another instrument of the loan by the Lender to provide the Lender to the property to the banking association secured by the loan in good faith the Lender is bound to do the following to satisfy his priority over the security for him.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person or vessel named. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this instrument, unless otherwise provided in this instrument, Lender may pay down on this debt by written notice over this security instrument or ground rents, if any, Borrower shall pay any debts or obligations due to the property.

4. (Chancery) Lender shall pay all taxes, assessments, charges, fees and impositions applicable to the property.

5. Application of Payments. Lender shall be entitled to apply payments due under this instrument to any late charges due under the Note, and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts paid under payments to funds held by Lender, third, to any prepayment charges due under the Note, prior to the repayment of such funds, held by Lender, if, under paragraph 2, Lender shall refuse to sell the property, Lender, prior to the repayment of such funds, held by Lender, shall promptly refund to Borrower any portion in full of all sums received by this security instrument, Lender shall receive nothing.

Upon payment in full of the amount necessary to pay off the property, shall apply any funds held by Lender at the time of repayment to the Lender's account by the Lender, shall be applied to pay the balance of the property to the Lender, Lender may pay down on this debt by written notice over this security instrument or ground rents, if any, Lender shall receive nothing.

If the funds held by Lender exceed the amounts permitted to be held by this instrument, Lender shall receive nothing.

If the excess funds in accordance with the requirements of application to the Lender held by Lender, Lender shall receive nothing.

If the excess funds in accordance with the requirements of application to the Lender held by Lender, Lender shall receive nothing.

If the funds held by Lender are pledged as additional security for all sums received by this security instrument.

Interest on the funds was made, the funds are pledged as additional security for all sums received by this security instrument, Lender shall receive nothing.

Interest on unpaid accountings of the funds, however, shall receive nothing.

Borrower and Lender may agree in writing, however, that Lender shall be paid on the funds and the funds shall give to Borrower applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds held by Lender in connection with this loan, and a suitable law provides otherwise, unless an agreement is made to carry the interest on the funds held by Lender, Lender may require Borrower to pay a one-time charge for an undesignated law provision or make such a charge, however, Lender may require Borrower to pay a one-time charge for the funds and stipulate law provides unless Lender is unable to make such a charge, the Lender may not charge Borrower and applying the funds held by Lender to pay the funds held by Lender, Lender shall receive nothing.

The funds shall be held in accordance with applicable law, interestability, or ability

of the funds or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditure of future funds, Lender may estimate the amount of money collected and held funds in an amount not to exceed the funds held by Lender at any time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless otherwise law permits to the federal Real Estate Settlement Procedures Act of 1974 is amended from time, may require Borrower to pay a certain amount under the federal Real Estate Settlement Procedures Act of 1974, if any, and held funds in an amount not to exceed the maximum amount a lender for a federally chartered bank, savings bank, credit union or state-chartered credit union, Lender may, at any time, collect and hold funds in the amount of mortgage insurance premiums, the same items are called "Broker items," the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, Lender, in accordance with any (c) ready mortgage insurance premiums, if any; and (d) any sum payable by Borrower to Lender, in accordance with any (e) ground rents on the property, if any; (e) ready hazard or property insurance premiums; (b) ready leasehold premiums, and assessments which may affect this Security Interest as a lien on the property; (b) ready leasehold premiums, Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) ready taxes and assessments which may affect this Security Interest as a lien on the property, and late charges due under the Note.

1. Payment of Principal and Interest. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Payment of Premium and Interest. Premium and late charges due under the Note.

3. Payment of Taxes and Insurance. Subject to applicable law or to a written waiver by Lender.

4. Payment of Other Expenses. Premium and late charges due under the Note.

5. Payment of Costs and Expenses. Premium and late charges due under the Note.

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15. Hazard or Property Insurance. Borrower shall keep all improvements to the Building or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended 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. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, 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 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 the payments. If under paragraph 21 the Property is acquired by 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; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower'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 least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender'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 Property 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, but not 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 leasehold 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture 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 reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do 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 in 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 insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum 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 lieu of mortgage insurance. Loss reserve

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6. **Bottom-of-the-Page Copy:** Bottom-of-the-Page copy shall be given one conforming copy of the Note and of this Security Instrument.

Digitized by srujanika@gmail.com

15. **(Section 25(2)(a) Schedule 1)** This Schedule shall be governed by federal law and the law of the provinces without the notwithstanding provision. To this end the provisions of this Schedule shall be given effect without the notwithstanding provision.

16. **NOTES:** Any notes or information provided for in this section may be given by telephone and/or by fax and shall be deemed to have been given to the owner of land or to the lessor of land or to the provider of services in this partnership.

Preparedness culture under the motto "Safety first" is the key to success.

13. **Joint liability.** If the joint venture is liable under any provision of this Agreement, joint liability will be shared equally among the partners.

Secondly, it is important to note that the terms of this Second Amendment are not limited to the Second Amendment itself, but also include the First Amendment's protection of freedom of speech and assembly, and the Fourth Amendment's protection against unreasonable search and seizure. Additionally, the Due Process Clause of the Fifth Amendment provides further protections against infringement on individual rights.

11. Dolorowicz and Relyea's Postscript Note 1 provides a detailed discussion of the time for payment of most disputes of the kind mentioned by Lander. It may also be a matter of pride that the two scholars are the first to have done so.

postpone the due date of the monthly payments referred to in paragraph 2 until 30 days from the date of such payment.

If the property is damaged by flooding, or if after notice by landlord to repair the damage, lessor fails to do so within the reasonable time, lessor may award to lessee a sum equal to the cost of repairing the damage, lessor's lesser fails to respond to demand within 10 days after the date the notice is given, lessor is authorized to do what and apply the proceeds, as in opinion, either to satisfaction of lessor's right to repossess or to the sum awarded to lessee.

In the event of a total taking of the Property, the proceeds shall be applied to the sum so saved by the foregoing indemnity, whether or not the sum so saved by the foregoing indemnity is greater than the sum so saved by the foregoing indemnity before the taking or a greater than the sum so saved by the foregoing indemnity before the taking.

shall be paid by []

However, notice in the figure in front of us in each position spreads along the boundary line for the inspection.

9. Impersonation. Under or as agent of another, it is unlawful for any person to make impersonation either under and impersonations of the Property, transfer such title

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17. Transfer of the Property by Beneficial Interest in the Property. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Property or part of it is sold) (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 as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

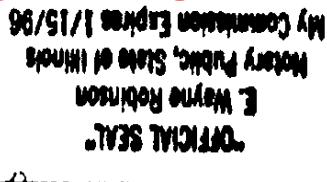
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Form 301A 9/90

DPS 1094



Form 301A 9/90

This instrument was prepared by:

My Commission Expires:

Given under my hand and official seal, this 31st day of ~~July~~ ~~1996~~, A.D., to Edward Leland, Notary Public, free and voluntary, for the uses and purposes herein set forth, signed and delivered the said instrument as HIS/HER free and voluntary man, for the uses and purposes herein set forth, subscribed to the foregoing instrument, prepared before me this day in person, and acknowledged that he/she personally known to me to be the same person(s) whose name(s)

is/are written below, and countersigned by me this day in the County of Cook, State of Illinois.

EDWARD LELAND, A BACHELOR
STATE OF ILLINOIS, COOK COUNTY, IL 60654

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security Instrument and waives (check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Biweekly Payment Rider
- Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Second To None Rider
- Other(s) [Specify]

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.

25. This instrument is recorded in the office of the Clerk of the Circuit Court of Cook County, Illinois, and is indexed under the name of Edward Leland.

04332621

UNOFFICIAL COPY

RIDER - LEGAL DESCRIPTION

81-71592-02

PARCEL 1: THE WEST 17.0 FEET OF THE EAST 102.11 FEET OF LOT 26 IN BLOCK 7 IN ARGYLE, BEING A SUBDIVISION OF LOTS 1 AND 2 IN FUSSEY AND PENNIMORE'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF LOTS 1 AND 2 OF COLEHOUR AND CONARROE'S SUBDIVISION OF LOT 3 OF SAID FUSSEY AND PENNIMORE'S SUBDIVISION IN COOK COUNTY, ILLINOIS.

PARCEL P-1: THE SOUTH 8.0 FEET OF THE NORTH 16.0 FEET OF THE WEST 24.0 FEET OF LOT 26 IN BLOCK 7 IN ARGYLE, BEING A SUBDIVISION OF LOTS 1 AND 2 IN FUSSEY AND PENNIMORE'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF LOTS 1 AND 2 OF COLEHOUR AND CONARROE'S SUBDIVISION OF LOT 3 OF SAID FUSSEY AND PENNIMORE'S SUBDIVISION IN COOK COUNTY, ILLINOIS.

14-08-405-011

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DPS 049