

BOX 86

NORTH SIDE FEDERAL SAVINGS AND
LOAN ASSOCIATION OF CHICAGO
5159 N. Clark Street
Chicago, IL 60640

FHA 391
KINSELLA / ROBESON

DEPT-01 RECORDING 135.00
T00012 TRAN 5146 07/12/95 11:43:00
44645 & JM *-95-450561
COOK COUNTY RECORDER

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MORTGAGE

35.00

75 64475 RA 2911

THIS MORTGAGE ("Security Instrument") is given on July 1, 1995
1995..... The mortgagor is JANE KINSELLA, divorced and not since remarried, and WILMA R.
NEVER HAVING BEEN MARRIED, (Borrower). This Security Instrument is given to

NORTH SIDE FEDERAL SAVINGS AND LOAN ASSOCIATION

which is organized and existing under the law of the United States of America and whose address is

5157 North Clark Street - Chicago, Illinois 60640

("Lender"). Borrower owes Lender the principal sum of TEN THOUSAND AND NO/100 -----

Dollars (U.S. \$ 10,000.00). 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 July 1, 2002. 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 WEST 15 FEET OF LOT 13 AND THE EAST 20 FEET OF LOT 14 IN BLOCK 1 IN EDGEWATER HEIGHTS BEING A SUBDIVISION OF THE NORTH HALF OF THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index #14-07-203-009

which has the address of 1618 W. Gregory Street Chicago
(Street) (City)

Illinois 60640 ("Property Address")
(Zip Code)

Initials JYK ER WRR
FORM 3014 2/80 (page 1 of 6 pages)

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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.

11. Mortgage Insurance. If Lender requires 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 payments may no longer be required, at the option of Lender, if 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.

12. 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 12, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 12 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, upon notice from Lender to Borrower requesting payment, disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

13. Occupancy, Preservation, Maintenance and Protection of the Property. Borrower's Loan Application; Leaseholds; Security Instrument 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 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 13, 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.

14. Protection of Lender's Rights in the Property. 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.

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18. **Borrower's Right to Rehearse:** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the period of this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may, at its option, either to restore or repair of the Property or to the sums secured by this Security Instrument, or to the sums secured by this Security Instrument, either 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, or to 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.

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, at its option, either to restore or repair of the Property or to the sums secured by this Security Instrument, or to 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.

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.

16. **Borrower's Copy:** Borrower shall be given one confirmed copy of the Note and of this Security Instrument without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable without the conflicting provision.

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 without the conflicting provision.

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 hereon 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.

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 exceed 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.

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 without that Borrower's consent.

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.

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 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 the taking immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any 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 the taking immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any 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.

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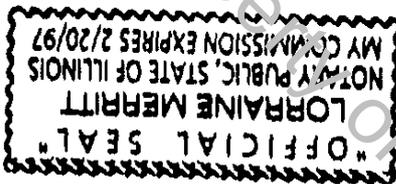
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FORM 3014 9/90 (with 6 of 6 pages)
[Handwritten Signature]

19505656



This instrument was prepared by *[Handwritten Name]*, Assistant Secretary

My Commission Expires: 2/20/97
[Handwritten Signature]
Notary Public (SEAL)

Witness my hand and official seal this 10th day of July, 1995.

I, Lorraine Merritt, a Notary Public in and for said county and state, do hereby certify that *[Handwritten Name]*, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same and acknowledged said instrument to be *[Handwritten Name]*, free and voluntary act and deed and that *[Handwritten Name]* executed said instrument for the purposes and uses therein set forth.

STATE OF ILLINOIS } COUNTY OF COOK } NS:

[Space Below This-Line For Acknowledgement]
By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.
Witness:
[Handwritten Signature]
Peggy Jane Kinsella
Soc Sec # 54-48-1668
Richard E. Robinson, Not As Mortgagee But
[Handwritten Signature]
Merely To Release Marital Homestead Rights.
Elizabeth S. Robinson
Soc Sec # 32970 0073
[Handwritten Signature]
William R. Robinson
Soc Sec # 53-16-0093
[Handwritten Signature]

Property of Cook County Clerk's Office

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Product 48899

Form 3178 BFD (page 1 of 2 pages)

MULTI-STATE 1-4 FAMILY RIDER - Rents (Multi-Party Non-Uniform Instrument)

only.

Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Borrower until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument. However, the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agent. However, regardless of to whom the Rents of the Property are payable, Borrower authorizes Lender or Lender's agent to collect absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION, Borrower

in this paragraph (i), the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold right to modify, extend or terminate the existing lease and to execute new leases, in Lender's sole discretion. As used and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property

agreements set forth in Uniform Covenant 6 shall remain in effect.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

for which insurance is required by Uniform Covenant 5.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rental loss in addition to the other hazards the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

H. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower

are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

with the Property described in the Security Instrument for the leasehold estate if the Security Instrument is on a leasehold) be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together, shall coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, limited to, those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light, the Property covered by the Security Instrument, building material, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not described in the Security Instrument, the following items are added to the Property description, and shall also constitute A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property

and Lender (unless otherwise provided) and agree as follows:

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower

(Property Address)

1618 W. Gregory Street, Chicago, IL 60640

of the name date and covering the Property Instrument and located at:

... (the "Security Instrument") of the name date given by the undersigned (the "Borrower") to secure Borrower's Note to (the "Lender")

THIS 1-4 FAMILY RIDER is made this ... day of ... 19 95.

1-4 FAMILY RIDER Assignment of Rents

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If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

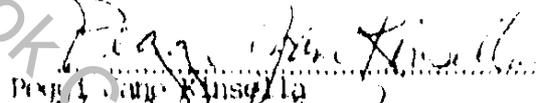
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.


Paula Ann Kinsella (Seal)
Borrower


William R. Robinson (Seal)
Borrower


Elizabeth S. Robinson (Seal)
-Borrower


Richard E. Robinson, not As Mortgagor but
Merely To Release Marital Homestead Rights.

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