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95621972

DEPT-01 RECORDING \$27.00
T#0010 TRAN 2712 09/15/95 12:22:00
#1071 # C J #-95-621972
COOK COUNTY RECORDER
DEPT-10 PENALTY \$24.00

35%

THIS MORTGAGE is made this

31st

day of

August

, 19 95

between the Mortgagor

HENRY S. KATS, Divorced and Not Since Remarried,

(herein "Borrower"), and the Mortgagee

CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a Corporation organized and existing under the Laws of the United States of America, whose address is 10801 South Western Avenue, Chicago, Illinois (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of

EIGHTY THOUSAND AND NO/100-----(\$80,000.00)-----

----DOLLARS

which indebtedness is evidenced by Borrower's Note dated. August 31, 1995 (herein "Note"), providing for monthly installments of principal and interest, and shall continue until the entire indebtedness is paid v. 601.

TO SECURE to Lende. the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK.

State of Illinois:

Lot 1 in McDONOUGH'S SUBDIVISION of Lot 199 in Arthur Dunas' Harlem Avenue Addition Unit No. 3, being a subdivision in the North West quarter of Section 19, Township 37 North, Range 13 East of the Third Principal Meridian in COOK COUNTY, ILLINOIS.

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ATTORNEYS TITLE GUAFANTY FUND, INC.

B0/370

which has the address of

7100 W. 113th St., Worth, Illinois 60482-2027

(herein "Property").

REAL ESTATE INDEX NUMBER 24-19-123-012-0000.

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or resultations listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

95621977

🛊 🤈 deprepare 🖣 elek zi kezdataro used Leader agree to other terms of payment, such amounts shall be payable most describe, and shall bear instruct from the date of dishursement at the rate nature blook unless payment of interest at anch rate would be contrary to each interest at the highest rate payment of interest and most angle or dishing set interest at the highest rate permissible under applicable law. Nothing we are sanis as sanis anost side (sq is sowoesed as when, I seem solion criqu The Personne S hereof.

A personne additional interest thereon, shall become additional independence of the personne and Lander agree to other terms of payment, such ancounts shall be payable namang valuas. agi asolaU .ag

the best most limited to, disbursament of reasonable attorney's fees and entry upon the Property to see most meeting the loan secured by this Mortgage, Borrower shall need insections of making the loan secured by this Mortgage, Borrower shall meeting the requirement for such insurance terminates in Lands meeting the such insurance terminates in Lands and insurance in applicable law, Borrower shall pay the amount of all mortgage il sangress. Anns claimle west, or arrangements or proceedings involving a countries, or arrangements or proceedings involving a countries, or arrangements or proceedings involving a feats and entry upon the Property to secting is commenced a sivency, cade enforcem ents or proceedings involving a bankrupt or decedent, then Lender at but's Econolity. If Bestsbowe falls to parform the coverants and agreements contained in this Mortgage, or g is commenced which maintaily affects Lender's interest in the Property, including, but not limited to,

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nearge here aim are planned unit development rider is executed by Borrower and supplement the coverants ment unit development, the by-laws and regulations of the condominium or planned unit development, and one. If a condominium er planness unit development rider is executed by Borrower and recorded together with see, Berrower shell perform all of Borro wer's obiligations under the declaration or coven wite clearing of governing the Preservation and Materiansers of Property: Lemebaldes Condominiums; Pleased Unit Developments Borrower shall keep purely in good repet and shall not commit wests or permit impairment or detectoration of the Property and shall comply with this Mortgage is on a unit in a condominium up or a pleased unit in a condominium up or a pleased unit. greated aints hi seem home to mainly over sets

installments. If under Persperty is acquired by the Lender, all right, title, a.w. interest of Borrower in and to say interest of the Property prior to the ask or acquisition shall measure position and in and to the same secured by this Morrange immediately prior to such sale or acquisition. and the same such such such such such

her and Berrower otherwise agree in writing, any such application of process to principal shall not existed or se dute of the mostility installments referred to in Paracraph I and 2 here of or chance the amount of much eni yldin the measures contrained officers of the measurest contrained to the foresters of the measurest of the foresters of the foresters of the foresters of the measurest of the foresters of the measurest of the measur see carrier offices to sattle claims for insurance benefits, Lendor is authorized to collect and apply the

duranged, provided such restoration or report is economically feature and the security of this Mortgage is not thereby. If such restoration or report is economically feature and the security of this Mortgage is not thereby. If such restoration or report is not the security of this Mortgage would be impaired, the security of this Mortgage would be impaired, the property is spoceeds shall be applied to the same secured by this Mortgage, with the excess if any, paid to Borrower. If the property is subcrower, or if Borrower fails to respond to Leader within 30 day. I om the date notice is mailed by Lender to that the insurance carries of least to contract the insurance carrier of least to earlier to insurance the insurance carrier of least to leave the insurance carrier of least to earlier the insurance carrier of least to be and the insurance that is authorized to carrier of least to be a er doer II Jeniege the Lender and Borrower otherwise agree is writing, insurance price ds shall be applied to restoration or repair of the

chause in favor of and in form acceptable to Lender ahall have the right to hold the policies and renewalt thurson, and Borrower shall promptly furnish to Lender all renewal notices and all receive of paid premium, in the event of loss, Borrower shall promptly promptly by Borrower. Since promptly promptly by Borrower.

Paragraph 2 harcot, or if not paid is noth measure, by Borrower a sking payment, when due, directly to the insurance carrier.

All insurance policies and renownia thereof that he in for a seepable to the Lender and shall include a standard mortgage.

5. Showing housement, Berramen shall here the increments now existing or hereafter erected on the Property insured against loss by first, humands including within the term "ea as bed coverage." and such other hazards as Lender may require and in such carrier and for such periods in pay the same for the Lender shall not require that the amount of such coverage coverage required to pay the same for the Mortgage.

The insurance and posterior providing the insurance shall be acreased by Borrower subject to approval by the Lender; provided that the insurance shall be acreased with an insurance shall be acreased that the insurance coverage and a special source of the insurance coverage.

under Terragrams 2 sortes, or 7 s.2; pass in stem minimus, by norrower making payment, when only, directly to the payer indicated the force of another of amounts of another of another this paragraph, and in the event Borrower shall make payment directly, force of the fact of another the force of another the fact of an another the fact of th the Liver. Burn ower this Marigaga, and leasthold payments or ground rents, if any, in the manner provided in any are in the manner, by Borrower making payment, when due, directly to the payes thereof. in Persymph 2 horsel, or 7 R M poid in moch m

summers changs with the deposited by the Lander into our Tax and Insurance Account. Merapage short or applied form to inserves, them to the Tax and Insurance Escrow Accounts, and the remainder to payments in Wasserves Bayes and the suprament, or pay less than the required amount during any month, or elect to skip payments in accordance with the provisions contained bearing. Borrower's accordance with the provisions contained bearing, the amount ascensery to provide for interest, taxes and insurance and the amount of the tax loss of the tax accounts at the tax accounts at the tax amount of the contained for interest, taxes and insurance and the amount of the tax

here of Preparents. All payments received by the Lender in accordance with the terms of the Note secured by this to expired first to interest, then to the Tax and Insurance Escrow Accounts, and the remainder to principal. herdsbei agagracht ads auszas undrud

by it pursuant to the provisions of this agreement, and Lender shall not be may beyinned or any many or funds disburred the provision of such monies, except to account for funds disburred the terms hereof. Any monies received pursuant to the provisions of this agreement are hereby pledged to the Lender to wrelet the terms hereof. Any monies received pursuant to the provisions of this agreement are hereby pledged to the Lender to is shows payable in installments. The Lender may commingle with its general funds any monies received ions of this egreenest, and Lender pet liable for any payment of any interest thereon, nor shall edvance other monies for said purpose. The Lender has the right to pay the entire tax bill as soon as it is available made the fact it is shows payable in instantial and the continues with its available. of bias not soluter motion for said pa accessery of said items before making payment of the same and nothing herein contained shall be construed as requiring the so shall been interest from the date thereof. It shall not be obligatory upon the Lender to inquire into the validity or ery mech payment from its own funds shall occasions an advance on Borrower's account and shall be added to the principal sum. of such deficiency, then the Leader at its sole option may at any time pay the whole or any part of such items from its own funds;

interest bearing Tax and insurance flacrow Account for the payment of said items.

In the event medi monies are insufficient for the purpose, and Borrower fails to pay to the Lender without dernand the amount. 2. Freeds for The and Incurence. Borrower further promise(s) to pay monthly, in addition to the payment alreading during one-twelfth of the annual rand enters many, a second by the Lender, so as to provide for payment in full of the annual tax during the transfer of all assessments, insurance promises, to pay monthly a pro-rate share of all assessments, insurance promises, and insurance promises, the property securing this indebtedness. Such payments shall be placed in a non-interest bearing Tax and insurance Rerow Account for the payment of said items.

aridemost by the Note, propayment Advances secured by this Morigage. ent of Principal and Interest. Burrower shall promptly pay when due the principal of and interest on the indebtedness the Note, and the principal of and interest on any Future

UNIFORM COVENANTS. Berrower and Lander covenant and agree as follows:

8. Impection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

- 16. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refus. To extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by approache law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness, exceed by this Mortgage.
- 12. Remedies Camulative. All conedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, by respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and "greements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenienc, only and are not to be used to interpret or define the provisions hereof.
- 34. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or as such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender, address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 15. Uniform Mortgage: Coversing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable 15.00, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of the Mortgage and the Note are declared to be severable.
- 16. Barrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Mortgage at the time of execution or after recordation hereof upon request.
- 17. Transfer of the Property. If all or any part of the property or an interest the cin's sold or transferred by Borrower or if the beneficial interest or any part thereof in any Land Trust holding title to the property is assigned, sold or transferred, or if the Biorrower or title holding Land Trust enters into Articles of Agreement for Deed or any agreement for installment sale of the Property or the beneficial interest to the title holding Land Trust, WITHOUT THE LENDEY'S PRIOR WRITTEN CONSENT, excluding, (a) the creation of a lien or encumbrance subordinate to this Mortgage securing the Note. (b) the creation of a purchase money security interest to household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. I ender may, at Lender's option, declare all the sums to be immediately due and payable. Lender shall have waived such option to a celerate if, prior to the sale or transfer, Lender and the person to whom the property is to be sold or transferred reach agreement in writing that the application by such person to assume the obligation is satisfactory to the Lender and that the interest shall of at such rate as the Lender shall request.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration, such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Law.

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

- 18. Acceleration Remedies. Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach. (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform the Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings the non-existence of a default or any other defense of Borrower to acceleration or foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.
- 19. Borrower's Right to Relastate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if; (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occured; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the

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hereby shall remain in full force and effect as if no acceleration had occured. by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured require to sesure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably coverants and agreements of Bostower contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 18

29. Antignment of Rends; Appointment of Receiver; Londor in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or seion. As additional security hereunder, Borrower hereby

reats, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received. collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of enter upon, take possession of and manage the Property, and to collect the rents of the Property including those past due. Alt rents period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to sbandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under Paragraph 18 heroof or abandonment of the Property, and at any time prior to the expiration of any

promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note. Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by 23. Future Advances. Upon request of Borrower, Lender's option prior to release of this Mortgage, may make

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and Borrower shall pay a Release Fee to Lender and all costs of recordation, if any.

eat. Borrower hereby waives all right of homestead exemption in the Property.

	Motery Public, State to 17/17/98 (# Pablic, State 11/17/98
	MORFICIAL SEAL"  ROBERT J. CUSACK
Notary Public	
1000 7 14 11 11 11 11 11 11 11 11 11 11 11 11	
	My Commission expires: ////7/93
36 61, 528/12/412 TO VAB 12/	GIVEN under my hand and Notarial Seal, this
of homestead.	therein set forth, including the release and waiver of the right of
free and volum, any act, for the uses and purposes	zigned, sealed and delivered the said Instrument as
is day in person, and acknowledged that he	subscribed to the foregoing instrument, appeared before me th
known to me to be the same person(s) whose name(s)	, personally
e Pemerried,	HEMBY 5. KATS, Divorced and Not Sinc
	in the State aforesaid, DO HEREBY CERTIFY THAT
, a Motary Public in and for said County,	2) JOSE T TARION 1
	COMINIAL OF COOK SE STATE OF ILLINOIS) SE
(Seal)	(les2)
(Im2)	HENRY S. (ATS (Seal)
· after	IN WITNESS WATERCOT, BOTTOWER HAS EXECUTED THIS PROFILE

10801 S. Western Ave. Chicago, Ill. 60643 CHESLEULIEFO LEGEBAL SAVINGS & LOAN ASS'M. DOFOBER W WALLENBERG THIS INSTRUMENT WAS PREPARED BY

Attention: DOLORES WALLENBERG 10801 S. Western Ave., Chicago, IL 60643 CHEZLEHLIETO LEDEUVI ZVARNEZ VNO TOVA VZZ.N. PLEASE RECEIPT AND RETURN

A STATE OF THE PARTY OF THE PAR