UNOFFICIAL COPY

MORTGAGE

LOAN NO.: 01-20100444

Illinois:

	DEPT-OI RECORDING	\$29.50
	740000 TRAN 1612 05	/15/95 15:49:00
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ŧ	COOK COUNTY RECORD	DEH

The above space is for the recorder's use only

THIS MORTGAGE to cade this 29TH day of APRIL
through "Thronorous" and the Martingas
CLABS FEDERAL BANK FOR SAVINGS a corneration organized and
existing under the laws of
whose address is
0/
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 15,000,00, which indebtedness is evidenced by Borrower's note date 1 APRII, 29, 1995, and extensions and renewals
thereof (herein "Note"), providing for monthly just all ments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on
To Secure to Lender 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

LOT 16 IN BLOCK 3, IN PARK VIEW BEING A SUBDIVISION OF THE EAST 3/4 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 18, 1953 AS DOCUMENT NO. 1499650, IN COOK COUNTY, ILLINOIS, 9 1 179

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

PIN: 09-24-428-011

RP 735372 C7

29.50

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which has the address of	8213 N. OCONTO AVENDE	The second of the second	
	[Street]	(City)	•
Hilinois	(herein "Property Address");		

TOGETHER with all the improvements now or hereafter erected on the property, and all casements, rights, appurtenances and rents all of which 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 for the leasehold estate it this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully setsed of the extate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claums and demands, subject to encumbrances of record.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and staurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments finclinding condominum and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated mitially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest, on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest, on the Funds shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premium, and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one do not or payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage. Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Llens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lieu which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, these and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.