

# UNOFFICIAL COPY

96333459

Prepared by AND MAIL TO:  
Thomasine Wright  
LaSalle National Bank  
135 So. LaSalle St  
Chicago, IL 60603  
76-01-159 D x Robert  
*(Signature)*

DEPT-01 RECORDING \$33.00  
T\$0011 TRAN 1379 05/02/96 09:08:00  
\$6494 + CG \*-96-333459  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 30, 1996**  
NEAL WOLF, DIVORCED, NOT SINCE REMARRIED.

("Borrower"). This Security Instrument is given to **LA SALLE NATIONAL BANK**

which is organized and existing under the laws of **U. S. OF AMERICA**, and whose address is **135 SOUTH LASALLE STREET, CHICAGO, ILLINOIS 60603** ("Lender"). Borrower owes Lender the principal sum of

**FIVE HUNDRED TWENTY FIVE THOUSAND AND FIFTEEN Dollars (U.S. \$ 525,015.00)**. 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 **MAY 2, 2001**. 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 covenant, 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:

SEE LEGAL ATTACHED:

17-04-201-041-0000.

[Street, City].

which has the address of **1512 NORTH PARK AVENUE, CHICAGO**  
**60610** [Zip Code] ("Property Address");  
Illinois

ILLINOIS Single Family FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 6/91

VMP 2008(IL) 4-100

Amended 6/91

VMP MORTGAGE FORMS 000-522-1291

Writing on Back of Paper - Page 1 of 6 - Initials: *JW*

BOX 363-CTI



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**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all extensions, appurtelements, 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** shall keep and convey the Property in its uninterrupted, except for encumbrances of record, Borrower's name and address, and that the Property is unencumbered, and will defend and geenerally sue in law to the best of his ability to recover and defend geenerally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** contains mutual covenants for mutual use and non mutual covenants with limited validity by jurisdiction consisting a mutual security instrument covering real property.

**1. Payment of Principal and Interest** Borrower and Lender covenant and agree as follows:

Principal of and interest on the debt evidenced by the Note and any prepayment and late charges due the Note, and interest of Prepaid and Late Charges, Borrower shall promptly pay when due the Note.

**2. Funds for Taxes and Insurance** Subject to applicable law as in effect at the time when Lender has paid 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 arise prior to the Note, until the Note is paid in full, a sum ("Funds") for: (b) yearly taxes and assessments which may arise prior to the Note, until the Note is paid in full, a sum ("Funds") for: (c) yearly premiums of general rents on the Property, if any; (d) yearly hazard of property insurance premiums; (e) yearly flood insurance premiums, if any; (f) yearly mortgage insurance premiums, if any; and (g) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgagage insurance premiums. These items are called "Taxes".

Lender may, at any time, collect and hold Funds in lieu of the payment of mortgagage insurance premiums. This may relate directly to the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law shall apply to the funds set aside under this paragraph. If so, Lender may, at any 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 reasonable estimates of expenditures of future taxes.

The Funds shall be held by Lender in an institution whose deposits are insured by a Federal agency, instrumentality, or entity including Lender, if Lender, or any institution of Lender's sole discretion.

If the Funds held by Lender exceed the amount paid by Lender by this Security instrument, Lender shall promptly refund to Borrower any excess. Funds held by Lender shall acquire or sell the Property, Lender shall provide to the acquiror of sale of the Property, shall apply any funds received by this Security instrument to the amount paid by Lender under Paragraph 2, and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts payable under Paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 2,

4. **Charges.** Lender, Borrower shall promptly discharge any taxes which has priority over this Security instrument unless Borrower shall pay the same directly to Lender receiving the payments.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment to the person owed payment. Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in Paragraph 2, or if not paid in due manner, Borrower shall pay them on the due date which may affect the security interest in the instrument, and receive payment of ground rents, if any. Borrower shall pay when due the payment priority over this Security instrument secured by the Note.

This Security instrument. If Lender determines that any part of the property is subject to a lien which may attach prior to this Security instrument, Lender shall pay the amount of such other lien to Lender upon notice to prevent the Lender from being liable to Lender for the amount of the other lien.

By, or Lender's agent, notwithstanding any provision to the contrary in the Note, Lender may file a complaint in the court having jurisdiction of the property in which the Note is executed, to collect proceedings which may be had in the property to the party named in the obligation so far as it may affect the property, and Lender may file a complaint in the court having jurisdiction of the property in which the Note is executed, to collect proceedings which may be had in the property to the party named in the obligation so far as it may affect the property.

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this Security Instrument, Lender may give Borrower a notice identifying the lien. 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 improvements now existing 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

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It by this class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or my other address forever designees by notice to Landor. Any notice to Landor shall be given by first class mail to

shall be paid to Lender, or for conveyance in lieu of condemnation, are hereby assigned and

10. (Undeemedation). The proceeds of any award or claim for damages, direct or consequential, in connection with

9. Inspection, Under or its agent may make reasonable entries upon and inspections of the Property, Landlord shall give

the premiums required to maintain coverage in effect, or to provide a less expensive, until the requirement for premium credits is phased out over the period.

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 alternative mortgage insurer approved by Lender. If subserviently equidistant mortgagor 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 is no longer in effect, 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 mortgagor insurance coverage fulfills the intention and intent of this Lender's original commitment.

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## PARCEL 1:

LOT 73 IN THE SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125 AND ALL OF LOTS 123, 124, 127 AND 134 INCLUSIVE AND LOT 137 IN BRONSON'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

NON-EXCLUSIVE BASEMENT FOR THE BENEFIT OF PARCEL 1 AS GRANTED BY THE CHICAGO TRANSIT AUTHORITY TO 1500 N. NORTH PARK L.L.C. DATED SEPTEMBER 19, 1995 AND RECORDED AS DOCUMENT 95692855 TO MAINTAIN A DRIVEWAY FOR INGRESS AND EGRESS ONLY OVER THE FOLLOWING DESCRIBED LAND:

THE EAST 16.0 FEET OF LOTS 51, 54, 55, 58, 59, 62, 63, 66, 67, 70, 71, 74, 75, 78, 79, 82, 83, 86, 87 AND 90 IN W.B. OGDEN'S SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125, ALL OF LOTS 123, 124, 127 TO 134 AND 137, OF BRONSON'S ADDITION TO CHICAGO AND THE EAST 16.0 FEET OF LOTS 1 THROUGH 4 IN DIXON'S SUBDIVISION OF THE EAST 1/2 OF LOT 135, OF BRONSON'S ADDITION TO CHICAGO AND THE EAST 16.0 FEET OF LOTS 5 THROUGH 8 IN THE SUBDIVISION OF LOT 136, OF BRONSON'S ADDITION TO CHICAGO AND THE EAST 16.0 FEET OF LOTS 17, 20, 21, 24 AND 25 IN W.B. OGDEN'S SUBDIVISION OF LOTS 138, 139 AND THE RESUBDIVISION OF LOTS 142 TO 151 OF BRONSON'S ADDITION TO CHICAGO ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Form 3014-9/90

of any covenant or agreement in this Note, including that prior to acceleration under paragraph 17 unless  
21. Acceleration Remedies. Lender shall file a notice to Borrower prior to acceleration following Borrower's breach  
NON-ENFORCEMENT COVENANTS. Borrower and Lender further covenant and agree as follows:

relative to federal, state or environmental protection  
this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that  
prescribers and tribunals, available solvents, available substances containing asbestos or lead-based paint, and radioactive materials. As used in  
Environmental Law and the following subsections, "asbestos" refers to fiber-like mineral products, "lead" refers to lead-based substances as  
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic to humans substances by  
and necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take  
of which Borrower has actual knowledge. If Borrower learns, or is通知ed by any government or regulatory authority, that  
power provided to regulatory agency of private party involving the Property and any Hazardous Substance to Environmental Law  
Borrower shall promptly give Lender written notice of any investigation claim, demand, award or order action by any  
residential uses and to maintenance of the Property.

scope of the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal  
property that is in addition of any Environmental Law. The procedure to do otherwise shall not apply to the present or the future  
Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the  
information required by applicable law.

address of the new or own Seller and the address of which persons should be made. The Note will also contain any other  
even written notice of the fact an Seller in accordance with paragraph 14 above is applicable law. The Note will state the name and  
of more changes of the fact an Seller intended to advise the Note and this Security instrument. Borrower will be one  
as the "Joint Seller" this collects monthly payments due under the Note and this Security instrument. There also does this be one  
instruments may be sold one to more than without prior notice to Borrower. A sale may result in the entry down  
not apply in the case of acceleration under paragraph 17.

applicable security shall remain fully effective and no acceleration and demand. However, this right to enforce shall  
disseminate secured hereby shall remain fully effective and no acceleration and demand. However, this right to enforce shall  
disseminate shall cause immediate upon payment of the Property and Borrower's obligation to pay the sum so used by  
due the term of this Security instrument, a creditor's rights suit and the like suits brought to assess  
liabilities, but not limited to reasonable attorney's fees and costs and the like suits brought to assess  
equity default of any other co-owners, beneficiaries, or tenants, to pay all expenses incurred in enforcing this Security instrument.  
Lender will sums which then would be due under this Security instrument and the Note as it is no acceleration had occurred, do  
Security instrument to do any of a creditor, including this Security instrument. Those conditions are that Borrower do pays  
applicable law may apply for acceleration before sale of the Property pursuant to any power of sale contained in this  
acceleration of this Security instrument discontinued at any time prior to the earlier of 10 days for such other period as  
18. Borrower's right to Reinstatement. If Lender meets certain conditions, Borrower shall have the right to have  
permitted by this Security instrument without further notice or demand of Borrower.

Security instrument if Borrower fails to pay these sums prior to the expiration of this period, Lender may make any remedies  
less than 30 days from the date the note is delivered to Lender within which Borrower must pay all sums so used by this  
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The note shall provide a period of not  
of this Security instrument.

Security instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date  
Lenders prior written consent. Under this, at his option, require immediate payment in full of all sums so used by this  
is sold or transferred to it if a beneficial interest in Borrower is sold to transferee and Borrower is not a natural person without  
17. Transfer of the Property or Benefited Interest in Borrower. It all to any part of the Property or any interest in it  
16. Borrower's copy. Borrower shall be given one additional copy of the Note and of this Security instrument  
to be severable.

plus effect without the conflicting provisions. To this end the provisions of this Security instrument and the Note are deemed  
conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be  
governed in which the Property is located. In the event that any provision of this Security instrument or the Note which can be  
governed in which the Property is located, Lender shall be governed by federal law and the law of the  
Security instrument shall be deemed to have been given to Borrower to Lender when given as provided in this paragraph.  
Lender's address stated herein or any other address Lender designates by notice to Borrower. Any note provided for in this

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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.

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.  
(Check applicable box(es))

Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 V.A. Rider

Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other [Specify]

1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.  
Witnesses:

Neal Wolfe

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

County ss:

, a Notary Public in and for said county and state do hereby certify

STATE OF ILLINOIS,  
Is *Judith A. Rozhon*  
that *Neal C. Wolfe*

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as

Given under my hand and official seal, this

30th day of August, 1990.

Notary Public

