Acct. #5-48075-96 PIN #03-32-119-019 CJO This instrument was prepared by: Edward D. Palasz, Executive Vice President Avondale Federal Savings Bank 20 North Clark Street Chicago, Illinois 60602

AVONDALE PRIME LOAN MORTGAGE

Modagor, John J. Halpin & Mar	31st Ilee S. Halpin, his	day of	December	, 19 <u>.86</u> , batwoon th
(heroin "Borrower"), and the Mortgagee AVO Chicago, Illinois 60802 (herein "Lender").	NDALE FEDERAL SAVING	S BANK, a federall	y chartered savings bank,	whose address is 20 North Clark Stree
WHEREAS, Borrower is indebted to Lend be advanced pure rain to the obligation of Le interest and, with the balance of the indeb	nder (whichever is lesser), a tedness, If not sconer pa	and evidenced by B ld, due and payabl	e on December 30,	organithly payments of principal and/
TO SECURE to Le ider the repayment of Advances") as are described in paragraph 18 security of this Mortgagraph 2 security of this Mortgagraph 2 security of this mortgagraph 2 security of the mortgagraph 2 security of	3 hereof), the payment of a uce of the covenants and a	all other sums, with agreements of Borro	Interest thereon, advanced over herein contained, Bor	d in accordance herewith to protect the rower does hereby mortgage, grant an
State of Illinois , valet has	the address of <u>428 S</u>	5. Dunton, Arl	ington Hts., IL 600	05 ("Property Address"
LOT 7 IN BLOCK 6 IN ARLINGTAN AT CHAINS OF THE EAST 2.0 CHAINS TO	TEREOF), IN SECTION	1 32, IN THE A	SSESSOR'S DIVISION	OF SECTIONS 29, 30, 31, AND
32 IN TOWNSHIP 42 NORTH, RANGE (1.), EAST OF THE THI	RD PRINCIPAL I	MERIDIAN, IN COOK C	OUNTY, ILLINOIS.

TOGETHER with all the improvements now or herealth a nected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water hights and water sic.k., and all fixtures now or hereafter attached to the proporty, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of hereovered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this mortgage is on a leasehold) are meriting to as the "Property".

Borrower covenants that Borrower is lawfully selsed of the esterence hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, with the exception of those items, if my, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that Borrower will warrant and interest in the Property against all claims and demands, subject to any encumbrances, declarations, easements or restrictions listed in a title lule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when dira without set-off, recoupment, or deduction, the principal of and the interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, including the principal of and interest on any Future Advances accuracy by this Mortgage.
- 2. Application of Payments. All payments received by Lender under the Note and para raph 1 hereof shall be applied by Lender first in payment of interest due on the Note, then to the principal of the Note, including any amounts considerer as added thereto under the terms hereof.
- 3. Charges; Liens. Borrower shall promptly pay all obligations secured by a mortgage or rus deed affecting the Property, taxes, assessments, and other charges, lines and impositions attributable to the Property which may attain a priority over this Anrigage, and leasehold payments or ground rents, if any, when due. Borrower shall promptly furnish to Lender all notices of amounts due under this payagr ph, and in the event Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage with respect to any sum, including but not limited to, Future Advances.
- 4. Hazard 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 such other hazards as Lander may require and in such amounts and for such periods as Lender may require. Provided, that Lender shall not require that the amount of such coverage exceed that amount of coveraging required to pay the sums secured by this Mortgage and all other Mortgages and Trust Deeds with respect to the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; Provide at that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower when due.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to a standard renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lunder may make proof of loss if not made promptly by Borrower.

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to sottle a claim for insurance banefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to 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 paragraph 1 hereof or change the amount of such installments. If under paragraph 16 hereof the Property is acquired by Lender, all-light, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property: Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a lease hold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents; if a Condominium or Planned Unit Development Rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such Rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the Rider were a part hereof.
- 6. Protection of Lender's Security. If Borrower falls to perform the Covenants and agreements contained in this Mortgage, or any mortgage or trust died affecting the Property, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's less and entry upon the Property to make requirs.

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall decome additional inabbitainess of Borrowin sequent by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be considered as so much additional principal due under the Note payable upon rotice-from Lender to Borrower requesting payment thireof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this pargraph 6 shall require Lender to incur any expense or take any action hereunder.

erly, providing that Londer shall give Inspection, Lender may Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. 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 fleu of condemnation, are hereby assigned and shall be paid to Londer.

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 bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the property immediately prior to the date of taking bears to the property immediately prior to the date of taking bears to take the date of taking bears

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or selfle a claim for damages, Borrower falls to respond to Lender within 30 days after the date such notice is matied, 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 this installments referred to in paragraph 1 hereof or change the amount of such installments.

- 9. 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 refuse 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.
- 10. Forbearance by Lender Not a Waiver. Any forbearance by Lender In exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or proclude 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 secured by this Mortgage.
- 11. Remedies Cumulative. All remedies provided in this Mortgage are distict 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.
- 12. Successors inc. Assigns Bound; Joint and Several Liability; Captions. The convenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the espective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions tiereof.
- Notice. Except to an inotice 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 making addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lendor as provided herein, and (b) any notice to Lendor shall be given by certified mail, return receipt requested, to Lendor's address stated herein or to such other address as Lendor may designate by mailing to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lander when given in the manner designated herein.
- 14. Governing Law; Severability. Th's Mortgage shall be governed by the laws of lilinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, uc's conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreegment.
- 15. Transfer of the Property; Assumption if a i cr any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lond render or requirements of the property. (b) the creation of a purchase many security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tennant or tenant by the unlin ty, (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer, in which the transferre is a persi in who occupies or will occupy the Property, which is (1) A transfer to a relative resulting from the Borrower's death, (2) A transfer where the Borrower's spouse in containing an option to dissolution of marriage, legal separation agreement, or from a line dental property settlement agreement by which the Borrower's spouse becomes an owner of the Property, or (3) A transfer resulting from a decree of the Property, or (6) a transfer to an intervivos trust in which the direction remains the beneficiary and occupant of the Property, unless as a condition precedent to such transfer, the borrower refuses to provide the Lander with reasonable means acceptable to the Lender by which the Lander will be assured of timoly notice of any subsequent transfer of the beneficial Interest or image in occupancy, Lender may, at Lender's option, and without notice to Borrower, declare all sums secured by this Mortgage to be immediately due at dispassible. Lender is hereby subrogated to the lien of any mortgage or other tien discharged, in whole or in part, by the proceeds of the loan hereby secure. discharged, in whole or in part, by the proceeds of the loan hereby secure ...
- 16. Acceleration; Remedies. Upon Borrower's default in the performance of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender may at 'is collon, and without notice to Borrower, declare due and payable all sums secured by this Mortgage and may toreclose this Mortgage by judicial proceed no condenshall be entitled to collect after default, all estimated and actual expenses incurred by reason of said default, including, but not limited to, reasons lie attorney's fees, and costs of documentary evidence, abstracts, and title reports.
- 17. Assignments of Rents; Appointment of Receiver; Lender in Possession. As admininal security hereunder, Borrower hereby assigns to Lender the rents of the Property; Provided, that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

18. Future Advances. The Holder of the Note secured by this Mortgage is obligated to make advancer of principal as requested from time-to-time for a period of five (5) years from the date of the Note, unless the amount requested when added to the their cutstanding principal balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note or Mortgage, or there shall the rexist a lederal, state, or local statute, law, or ordinance, or a decision by any tribunal which (in the reasonable opinion of any Holder of the Note) adversely affects the priority or validity of the Note or this Mortgage, or the Borrower is involved in bankruptcy or the Jenoey proceedings. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance nerve ith to protect the security of this Mortgage, exceed the Maximum Amount.

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	Release. Upon paymes of recordation, if as		ed by this Mortg	age, Lendor	shall refea	se this Mo	rtgage w	ithout ch	வரும் 🐤 🖰	ûttower. I	Borrower s	hai
20.	Walver of Homestead	i. Borrower hereby w	aives all right of	homestead	exagiption	Infilm Pro	perty.	1.0				
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Chicago, Illinois 60602 750-6780 00 North LaSalle Street Suite 400

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