

# UNOFFICIAL COPY

50-01-039368

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NOTE IDENTIFIED

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 2, 1987. The mortgagor is ANTHONY G. GRZESLO, A BACHELOR.

("Borrower"). This Security Instrument is given to STANDARD FEDERAL SAVINGS & LOAN ASSN OF CHGO which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 4192 S. ARCHER AVENUE CHICAGO, ILLINOIS 60632 ("Lender").

Borrower owes Lender the principal sum of THIRTY FIVE THOUSAND DOLLARS & NO CENTS

Dollars (U.S. \$ 35,000.00). 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 MAY 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; (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:

LOT TWO IN CHARLES S. SEE'S LAUNDALE MANOR, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST FIFTY FEET AND EXCEPT THE SOUTH 177.3 FEET THEREOF), IN SECTION 14, TOWN 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 19-14-327-019 *dm*  
F.G.O.

which has the address of 3603 W 62ND ST (Street) CHICAGO (City)

Illinois 60629 (Zip Code) ("Property Address");

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 rights and stock and all 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 COVENANTS that Borrower is lawfully seised of the estate 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.



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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. 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.

**9. 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.

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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or 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.

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 such payments.

**10. 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.

**11. 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 or the Note without that Borrower's consent.

**12. 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 exceeded 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.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**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 herein 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.

**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.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**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.

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 invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Any amounts disbursed by Lender under this paragraph 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 at the rate of disbursed at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower reducing payable.

7. Protection of Lennder's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect the title to the property, or there is a bankruptcy or insolvency of either Lender or Borrower, or if either Lender or Borrower dies, becomes incapacitated, or is otherwise unable to manage his/her affairs, then Lender may exercise all rights in the property as if he were the sole owner of the property.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to Principles shall not extend or postpone the due date of the monthly payment required to pay under Paragraph 1 and 2 of the amount of the principal or interest due to Lender prior to the acquisition of the property by Lender.

Bothered by abandonment of the property, or does not answer within 30 days a notice from Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property or to pay Securit y Lender's expenses incurred by this Securit y instrument, whether or not Lender has been given the notice is given.

unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property - damaged, if the restoration of repair is not less than one hundred fifty thousand dollars (\$150,000.00) and to the extent of the loss, to the payment of the principal amount of the Note and interest accrued thereon, and to the payment of all other amounts due under this Note and the Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

5. Hazardous Materials. Borrower shall keep the required elements now existing or hereafter created on the Property insured against loss by fire, hazards included within the term "exterior and coverage," and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance premium shall be chosen by Borrower and subject to Lender's approval which shall not increase substantially without the prior written consent of Lender.

Property which may attain priority over this security instrument, and leasehold payments or ground rents, in any payment obligation in the manner provided in paragraph 2, or if not paid in full promptly upon receipt of a written notice to demand payment.

3. **Applicable to all payments.** Unless otherwise provided in the Note, to interest rates, to principal amounts, to premiums, to taxes, to assessments, charges, fees and impositions attributable to the  
Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.  
Paragraphs 1 and 2 shall be modified: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.  
4. **Charges; Lenses.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the

Any Funds held by Lender. If under Paragraph 19 the property is sold or acquired by Lender, any Funds held by Lender shall apply, no later than immediately prior to the sale of the property to its acquisition by Lender. Any Funds held by Lender at the time of application shall be held by Lender. If under Paragraph 19 the property is sold or acquired by Lender, any Funds held by Lender shall apply, no later than immediately prior to the sale of the property to its acquisition by Lender.

The due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one of the sums received by Lender from Borrower.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and details to the Funds and security for the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the date of maturity of this Security instrument.

The Funds shall be held in trust for the benefit of the Fundholders. The Fundholders shall be entitled to receive dividends and interest on their shares or units in proportion to the number of shares or units held by them. The Fundholders shall be entitled to receive distributions from the Fund in accordance with the terms of the Fund's articles of incorporation and by-laws.

**INTEGRATED COVENANTS**, Borrower and Lender agree as follows: