

# UNOFFICIAL COPY

3708865

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 17, 1988. The mortgagor is Joseph A. Crowley, a bachelor never been married & Mary Eileen Miston, a spinster never been married ("Borrower"). This Security Instrument is given to STEEL CITY NATIONAL BANK, which is organized and existing under the laws of State of Illinois, and whose address is 17130 South Torrence Avenue, Lansing, Illinois 60438 ("Lender"). Borrower owes Lender the principal sum of SIXTY-EIGHT THOUSAND and no/100\*\*\*\*\* Dollars (U.S. \$ 68,000.00). 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 June 1, 2018. 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 38 IN LESLIE C. BERNARD'S NAVY ESTATES, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 29, 1966, AS DOCUMENT NUMBER 2263015, AND SURVEYOR'S CERTIFICATE OF CORRECTION REGISTERED ON APRIL 6, 1966, AS DOCUMENT NUMBER 2264684, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number 29-23-402-013

which has the address of 1222 East 168th Street, South Holland, IL 60473 ("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 seized 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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The seal is rectangular with a decorative border. The words "OFFICIAL SEAL" are at the top, followed by "STATE OF ILLINOIS" in the center, and "THE STATE OF ILLINOIS" at the bottom.

Given under my hand and official seal, this 17th day of May 1988  
SPEECH  
See Form

I, \_\_\_\_\_, hereby certify that Joseph A. Crowley, a bachelor, never been married, do hereby deliver the said instrument as a Notary Public in and for said county and state, A spinster never been married, personally known to me to be the same person (s), whose name (s) are \_\_\_\_\_, subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as the free and voluntary act, for the uses and purposes herein

STATE OF ILLINOIS County ss:

• [http://www.rrbrary.com/21-21-1.htm] • 2023-02-06

*Jeffreph A. Crowley* Jeffreph A. Crowley  
*City of Austin* City of Austin  
*Borrower* (Seal) Borrower  
*Mary Elden Maston* Mary Elden Maston  
*City of Austin* City of Austin  
*Borrower* (Seal) Borrower

BY SIGNING BELOW, YOU AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

23. **Wearer of Promotional Garments**, Doctorwear Garments or Uniforms and Equipment in the Property:  
 22. **Other(s) [Specify]**

- Other(s) [Specify] \_\_\_\_\_
- Graduate Daymentor Rider
- Planned Unit Development Rider
- 2-4 Family Rider
- Adjustable Rate Rider
- Condominium Rider
- Grandparent Rider
- Graduate Daymentor Rider
- Instructor's Applicable Box(es)]
- Security Instruments of this Convenience and Agreements of each such rider shall be incorporated into and shall become part of this Security Agreement.

20. Lender in Possession. Upon repossessing under paragraph 19 or abandonment of the property and at any time prior to the expiration of any period of redemption following notice to the person, by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. Any rents collected by the receiver shall be applied first to payments of costs of management of the property including those past due, and then to the receiver's fees, premiums on receiptor's bonds and reasonable attorney's fees, and then to the security instrument.

21. Rebrese. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

19. Acceleration of any coverage under law provides (a) the notice requirement (b) prior to acceleration under paragraphs 13 and 17 unless applicable to law providers otherwise specifically. The notice shall be given to cure the date the notice is given to barowner, by which the default must be cured and (d) that failure to cure the date default on or before the date specified in the notice may result in acceleration of the sums received by the SecuritY instrument, foreclose by judicial proceeding and sale of the property. The notice shall further inform Barowner of the right to accelerate instrument and receive payment in full of all sums before the date specified in the notice, Lender further demand and may require immediate payment in full of all sums secured by this Security instrument without further notice, Lender further demand and may force sale of this Security instrument by judicial proceeding.

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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's Release; 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 Nothing 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, upon notice from Lender to Borrower the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Protection of Leenders' Rights in the Property: Leender agrees to perform the covenant and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Leender's title and right to the merged entity. If Leender fails to perform the

**6. Preservation and Maintenance of Property; Leases.** Borrower shall not damage or destroy any property of Lender or any part of the same, and if Borrower acquires fee title to the property, the lessee hold and change the property to deteriorate or commit waste. If this Security instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the lessor hold and

Unless Landlord and Borrower otherwise agree in writing, insurance premiums shall be applied to restoration or repair of the Property damage, if the reasonable cost of repair is less than the amount of security deposited by Borrower. If the reasonable cost of repair is greater than the amount of security deposited by Borrower, the Borrower shall pay the difference between the amount of security deposited by Borrower and the reasonable cost of repair. The Borrower shall pay the reasonable cost of repair to the Landlord within ten (10) days after the date of written notice from the Landlord to the Borrower specifying the amount of security deposited by Borrower which has been exceeded.

All insurance policies and renewals shall be acceptable to lender, and shall include a standard moratorium clause, terminating automatically.

**5. Elapsed Insurance.** Insurer shall keep the insurance premiums now existing or hereafter effected on the property measured and paid by fire, hazards included within the term "extensive coverage," and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount 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 unreasonably withhold.

**4. Charges; Licenses.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the property which may attain prior to or after this Security Instrument, and shall be liable for payment of ground rents, if any. Borrower shall pay the expenses of litigation, and defend this Security Instrument, and shall be liable for payment of ground rents, if any, to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender pay them on the same manner provided in paragraph 2, or if not paid in full in this manner, Borrower shall receive evidence of the payments made by Lender.

application as a credit, pay out the sums received by this Security Instrument.

amount of time funds held by Lender to pay the escrow items within due date, borrower shall pay to Lender any amount of time funds held by Lender to make up the deficiency in one of more payments as required by Lender.

If the amount of the Funds held by Lentor, together with the future monthly payments of Funds payable prior to this Security Instrument,

state agencies (including Landender) in such a way that the deposits of credit unions in the state may be used to help the state meet its financial obligations. Landender shall apply the funds to pay the expenses incurred by a takeover of a credit union if Landender is such a fund as defined in section 11 of the state's credit union law.

1. Payment of Premium and Late Premium: Premium must be paid at the time of issuance. Failure to pay premium will result in cancellation of the policy.