## INOFFICIAL COPY

3873452

This instrument was prepared by:

RICHARD J. JAHNS.... (Name)

5133. W. FULLERTON. AVE (Audress)

CHICAGO, IL 60639

## MORTGAGE

| THIS MORTGAGE is made this  | J. NOWAK A                  | day of  | MARCH<br>DWAK, HUSPAND A                               | ŅD WÍF              |
|---|-----------------------------|---|--|---------------------|
| CRAGIN FEDERAL BANK FOR SAVINGS sating under the laws of THE UNITED 5133 West Fullerion Avenue — Chicago, I                     | (herein "Bor<br>STATES OF A | Tower"), and the Mo                           | origagee,  | zed and             |
| WHEREAS: A rrower is indebted to Ler<br>NO NO 174<br>note dated MARCA 22, 1990<br>nterest, with the balance of the indebtedness |                             | ollars, which indebted<br>providing for month | lness is evidenced by Bor<br>y installments of princip | rrower's<br>pal and |

To SECURE to Lende, (2) 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 the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein 

LOT 43 IN THORNDALE BEING SCHAVILLE AND KNUTH'S RESUBDIVISION OF PART OF LOT 4 IN FREDERICK FORHLER ESTATE SUBDIVISION OF THE WEST 1/2 OF SECTION 1, TOWNSHI 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY. ILLINOIS, AS DOCUMENT NUMBER 1475255, IN COOK COUNTY, 7th Clark's Office

PERMANENT INDEX #12-01-325-036

| which has the address of   | 7700 W. VICTORIA            |           | CHICAGO |   |
|--|-----------------------------|-----------|---------|---|
| the state of the s |                             |           | [City]  | , |
| ILLINUIS 60631   | (Street)(herein "Property A | ddress"); |         |   |

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

insurance in effect until such time as the requirement for such insurance leminates in accordance with Borrower's and

16. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebiedness evidenced by this Morigage.

on any Future Advances secured by this Morigage. UNIFORM COVENANTS. BOTTOWer and Lender covenant and agree as follows:

Eunds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Mote Wole is paid in full, a sum (herein "Funds") equal to non-twelfth of the yearly taxes and assessments which may attain priority over this a sum (herein "Funds") equal to non-twelfth of yearly trace, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard injurance, Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard initially and from plus one-twelfth of yearly premium installments in an installments for hazard initially and from

time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

une to time by Lender on ine basis of assessments and oils and reasonable estimates thereon.

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 II 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 and applicable law 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 unless such agreement is made or applicable law Mortgage that interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender requires und interest to be paid, Lender shall not be required to pay Borrower any interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and the required to pay Borrower which each debits to the Funds and the purpose for which each debit to the Funds was made. The Funds steeping secured by this Mortgage.

by this Mortgage.

the due dates. Claxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, 1.2 urance premiums and ground rents as they fall due, such exceed the funds. If the amount of the Funds promptly repaid to Borrower or credited to Borrower or monthly installments of Funds. If the amount of the Funds for the Funds borrower shall perform the date notice is mailed any such as sufficient to some any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender shall perform the date notice is mailed by Lender for the funds as a sufficient to Borrow stands and ground rents as they fall due, borrower shall perform the date notice is mailed by Lender for Borrow stands and ground rents as they fall due, brites and stands and ground rents are they fall due, brites and stands and ground rents are they fall due, brites are they fall due, brites and ground rents are they fall due, brites and ground rents are they fall due, brites are they are the fall due, and ground rents are they are the fall due, and ground rents are they are the fall due, and ground rents are they ar if the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

by Lender to Borrov ser, questing payment thereof.
Upon payment it full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender, If under than in, a diately prior to the sale of the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no tater than in, a diately prior to the sale of the Property or the acquired by Lender, any Funds held by Lender at the application as a crodit against the sums secured by this Mortgage.

3. Application of Payment: Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs I and 2 line of shall be applied by Lender his in payment of amounts payable to Lender by Borrower under paragraphs 2 hereof, then to in ere payable on the Note, then to the principal of the Note, and then to interest and principal on any Fluture Advances.

Littared Insurance. Borrower shall keep the improy men s now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "exient "o vided, that Lender hazards as Lender may require; to evided, that Lender shall not require that the amount of such periods as Lender may require; to evided, that Lender shall not require that the amount of coverage exceed that amount of coverage required to pay the structured by this Mortgage.

The insurance carrier providing the insurance shall be chosen if v services upproval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided inder paperals shall be unreasonably withheld. All premiums on insurance carrier provided inder parents and in the manner provided inder parents and in the manner provided inder parents and in the paid in the manner provided inder parents and in the paid in the manner provided inder parents and includer parents and includer parents are the directly to the paid in the manner provided inder parents. 4. Chargest Liens. Borrower shad pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under payment, when due, directly to the provided under payment, when due, directly to the provided under payment, when due, directly to the event payee thereof. Borrower shall promptly furnish, o lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly Borrow and promptly furnish to Lender, receipts evidencing such payments. Borrower shall mot be borrower shall promptly furnish to Lender, that Borrower shall not be required to discharge any aden lien which in, a manner acceptable to Lender, or shall in great this contest such lien in, a manner acceptable to Lender, or shall in great such lien by, or defend enforcement of the obligation secured by least proceedings which have been the improvement of the obligation or any part thereof. Segal proceedings which to operate to prevent the enforcement of the broperty or any part thereof. Segal sprovers the insurance of the property or any part insured legal so the receipted on the Property insured begal so the insurance. Borrower shall been the improvements and preceded on the Property insured

insurance carrier. provided under paragraph 2 hereof or it not paid in such manner, by Borrower making payment, when due, directly to the

by Borrower. 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 policies and renewals thereof, and Borrower shall promptly turnish to Lender all renewal notices and all receipt of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make 5, not of loss if not made promptly borrower shall give prompt notice to the insurance carrier and Lender, Lender may make 5, not of loss if not made promptly borrower shall give prompt notice to the insurance carrier and Lender. Lender may make 5, not of loss if not made promptly borrowers.

Drottower, the insurance proceeds shall be applied to the from the proceeds shall be and Borrower of this Mortgage is the Property damaged, provided such restoration or repair is economically feasible and '('e.s.') of this Mortgage would not thereby impaired, it such restoration or repair is not economically feasible of it the secest, it is with the excess, if any, paid be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower, it the Property is abandoned by Borrower, or if Borrower, fails to respond to Lender '(.) Borrower, it the Property is abandoned by Borrower, or if Borrower, fails to respond to Lender with any are benefits, Lender is an action of the Broperty is abandoned by Borrower fails in the Incompanies is mailed by the insurance proceeds at Lender is option either to restoration or 'pair of the Property or the Brauch in the Broperty or the Brauch is the Brauch or the Brauch by Borrower fails are selected by Brauch Brauch in the Brauch Brauch

A studing the sums secured by this Mortgage.

Or to the sums secured by this Mortgage, an withing, any such application of proceeds to principe, shall not extend or to the sums secured by Lender, all right, title and in and to the proceeds thereof resulting from damage to the Property prior to the sale of acquired by Lender, all right, title and in and to the proceeds thereof resulting from damage to the Property prior to the sale of acquired by this Mortgage immediately prior to such sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

son dominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of planned unit development, and constituent documents. If a condominium or planned unit development, and constituent documents. If a condominium or planned unit development, and constituent documents. If a condominium or planned unit development, and constituent documents. If a 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 rider in it is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of this Mortgage as it the rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as it the rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as it the rider and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower

sums and take such action as is necessary to protect Lender's including, but not limited to, disbursement of ressonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such Mortgage, 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 Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this were a part hereof.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, 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 paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

interest in the Property.

9. 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 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 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, with the balance of the proceeds paid to Borrover.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or sett's a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is (ut) orized 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 30, ower 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 paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Refer ed. Extension of the time for payment or modification of amortization of the sums secured. by this Mortgage granted by Lewer 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 recuse 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.

11. Forbearance by Lender Not a Wriver Any forbearance by Lender in exercising any right or remedy hereunder, or

otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of axes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebted as secured by this Mortgage.

12. Remedies Cumulative. All remedies privile in this Mortgage are distinct 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.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Morgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable 'nw to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this

Mortgage shall be deemed to have been given to Borrower as provided in the manner designated herein.

15. Uniform Mortgage; Governing Law: Severability. This form of montgage, combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute, uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without in conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time

of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest ther in is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encount ance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the great of any loss shell interest or transfer by devise, not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale o transfer. Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all oblightlons under this Mortgage and the Note. obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

if the normower ceases to occupy the property as his principal residence Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time