

UNOFFICIAL COPY

RETURN TO BOX #44

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1163818  
3994347  
MOPCA

REGISTRAR OF TITLES  
CARL MOSELEY BRAUN  
1350 E. Sibley Blvd.  
Dolton, IL 60419  
SEP 10 AM 10 18  
3994347

(Space Above This Line For Recording Data)

10 YEARS  
**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on  
19 91 The mortgagor is Charlie Mae Glenn, a Widow

September 7,

NOTE IDENTIFIED

("Borrower"). This Security Instrument is given to CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO which is organized and existing under the laws of the United States of America , and whose address is

1350 East Sibley Boulevard, Dolton, Illinois 60419----- ("Lender"). Borrower owes Lender the principal sum of TEN THOUSAND AND 00/100THS-----

Dollars (U.S.\$ 10,000.00) . 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 October 1, 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; (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 SEVEN (EXCEPT THE NORTH EASTERLY 33 FEET 4 INCHES THEREOF (7)  
THE NORTHEASTERLY 16 FEET 8 INCHES OF LOT EIGHT (8)  
IN BLOCK THREE (3) IN VINCENNES ROAD ADDITION, BEING A SUBDIVISION OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 19, AND THAT PART LYING EAST OF THE DUMMY TRACT OF THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PERMANENT TAX NO. #25-19-402-015

4451-666

which has the address of 11536 S. Vincennes  
[Street]  
Illinois 60643  
[Zip Code]

Chicago  
(City)  
("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 royalties, 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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NOTARY PUBLIC STATE OF ILLINOIS  
LORRAINE STRAKA  
OFFICIAL SEAL

Notary Public

My Commission expires:

Given under my hand and official seal, this 7th day of September, 1991  
Signed and delivered the said instrument at her place and for the uses and purposes herein  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she  
personally known to me to be the same person(s) whose name(s) is  
do hereby certify that CHARLINE MAE GLENN, A WIDOW,  
I, the undersigned, a Notary Public in and for said county and state,

STATE OF ILLINOIS, COOK County ss;

(Specify Below This Line for Acknowledgment)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

CHARLINE MAE GLENN, A WIDOW  
*Charline Mae Glenn* (Signature)  
(Seal)

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

Other(s) (Specify)

Graduated Payment Rider  Planned Unit Development Rider

Adjustable Rate Rider  Condominium Rider  1-4 Family Rider

[Check applicable box(es)]

ment the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement  
23. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
22. Waiver of Homestead. Borrower waives all right to homestead exemption in the Property.  
ment without charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
the costs of management including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of  
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to the costs of  
pointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the sums of  
prior to the expiration of the period of acceleration following judicial action or by judicial appointment  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
attorneys, fees and costs of title evidence.

to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable  
lender without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled  
date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security  
date of a default or any other default of Borrower to accelerate. If the default is not cured on or before the  
Borrower of the right to remanage after acceleration and the right to sue in the foreclosure proceeding the non-exempt  
by this Security Instrument, foreclosure by judicial proceeding. The notice shall further inform  
that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured  
a date, not less than 30 days from the notice is given to Borrower, by which the default must be cured; and (d)  
applicable law provides otherwise). The notice shall specify: (a) the date acceleration required to cure the default; (c)

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach  
of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless  
applicable law provides otherwise). The notice shall specify: (a) the date acceleration required to cure the default; (c)

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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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the date of disbursement at the location where the Lender shall be present. Within fifteen days of payment to Borrower regarding from Security Instruments. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest at this rate.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this instrument.

Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appraising in court, paying reasonable attorney 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.

Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property.

Lender (such as a bankruptcy, probable, for condominium or to enforce laws of regulations), then in the Property.

agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights.

7. Protection of Lender's Rights in the Property: Borrower fails to perform the covenants and shall not merge Lender's agreements to the merger in writing.

shall comply with the provisions of the lease, and if Borrower secures fee title to the Property, the leasehold, Borrower

the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower

6. Preservation and Maintenance of Property: Leaseholds, Borrower shall not destroy, damage or substantially change

instruments immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

If under Paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments.

Lender's lease and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

notice is given.

entry or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the

to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Prop-

erty to hold the Property, or does not answer within 30 days a notice from Lender that the insurance has failed

applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Bor-

restoration or repair is not economical feasible and Lender's security would be lessened, the lessor amce proceeds shall be

of the Property damaged, if the restoration or repair is lessened. If the

unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

Lender may make proof of loss if not made promptly by Borrower.

of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

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

providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

This insurance shall be maintained in the amounts and for the period, "extended coverage", and any other hazards for which Lender requires

against loss by fire, hazards included within the term, "extended coverage", and any other hazards for which Properties insured

5. Hazard Insurance: Borrower shall keep the improvements now existing or hereafter created on the Property insured

the lien. Borrower shall satisfy the lien of lake one or more of the actions, it forth above within 10 days of the giving of notice.

is subject to a lien which may attach priority over this Security Instrument. Lender may give Borrower a notice identifying

satisfactory to Lender extraordinary the lien to this Security Instrument. If Lender determines that any part of the Property

the lien by, or defrands against another party to the lien in, (a) provides of the holder of the lien an agreement

in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys in good faith

Borrower shall promptly discharge any lien in this Security Instrument unless Borrower: (a) agrees

the payments.

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing

time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts on

pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on

which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall

4. Changes: Lenders, Borrower shall only all taxes, assessments, charges, fines and impositions attributable to the Proper-

to amounts payable under Paragraph 2, to furnish, to interested due, and last, to principal due.

1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third,

3. Application of Payment: unless applicable law provides otherwise, all payments received by Lender under Paragraphs

lition as a credit against the sums secured by this Security Instrument.

Funds held by Lender, any sum sold or acquired by Lender, any funds held by Lender at the time of applica-

tion as a credit against the sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

necessary to make up the deficiency in one or more escrow items as required by Lender.

of the Funds held by Lender is not sufficient to pay the escrow items which Lender shall pay to Lender any amount

Borrower's option, either promptly repaid to Borrower or credited to pay the escrow items of Funds. If the excess shall be, at

due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the

Instrument.

The Funds are pledged as additional security for the sums secured by this Security

which each debt to the Funds was made. The Funds are accounted of the Funds showing credits to the Funds and the purpose for

power, without charge, an annual accounting of the Funds showing credits to the Funds and debits to the Funds and the

to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Bor-

agreed in writing that interest shall be paid on the Funds. Unless an agreeable law requires otherwise

pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may

may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender

scatters agency (including in an institution), Lender shall apply the Funds to pay the escrow items. Lender

The Funds shall be held in an institution the depository of which are insured by a federal or

and reasonably salinates of future escrow items.

2. Funds for Taxes and Insurance: Subject to applicable law or 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"), equal to one-

1. Payment of Principal and Interest: Prepayments shall and Late Charges. Borrower shall promptly pay when due the prin-

cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: