

# UNOFFICIAL COPY

4004238

THIS INSTRUMENT PREPARED BY:

HOME SAVINGS OF AMERICA  
LOAN SERVICE CENTER  
P.O. BOX 60015  
CITY OF INDUSTRY, CALIFORNIA 91716-0015  
LOAN NO. 1364260-8

ALL NOTICES TO LENDER SHALL BE  
MAILED OR DELIVERED TO THE ABOVE  
ADDRESS.

RECORDED UNDER INDEX NUMBER \_\_\_\_\_

(Space Above This Line for Recording Data)

IN WITNESS WHEREOF, the person executing this instrument, does hereby acknowledge that the above address is the true and correct address of the Lender, and further certifies, under penalty of perjury, that the information contained in this instrument is true and correct to the best of his/her knowledge.

## MORTGAGE

AS IT IS HEREBY AGREED BY THE PARTIES HERETO, THAT THE PARTIES HERETO, DUE AND PAYABLE ON THE DATE HEREINAFTER INDICATED, THE PRINCIPAL AMOUNT OF FIFTY THOUSAND ONE HUNDRED AND NO/100 Dollars (\$50,100.00) ("Principal"), together with interest thereon, and all renewals, extensions and modifications of the Principal, shall be paid to the LENDER, HOME SAVINGS OF AMERICA, F.A., ("Lender") by the Borrower, KATHLEEN HURLEY, A WIDOW ("Borrower"). This Security Instrument is given to HOME SAVINGS OF AMERICA, F.A., which is organized and existing under the laws of the United States of America, and whose address is 4900 Rivergrade Road, Irwindale, California 91706-1404 ("Lender"). Borrower owes Lender the principal sum of

FIFTY THOUSAND ONE HUNDRED AND NO/100 Dollars (\$50,100.00). 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 NOVEMBER 1, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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:

ITEM 1: UNIT 3-H AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 20TH DAY OF MAY, 1966, AS DOCUMENT NUMBER 2272071. ITEM 2: AN UNDIVIDED 4.37 PERCENT INTEREST (EXCEPT THE UNIT DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED REAL PREMISES: THE SOUTH HALF (1/2) OF LOT TWENTY (20), ALL OF LOT TWENTY ONE (21) AND ALL OF LOT TWENTY FOUR (24) (TAKEN AS A TRACT) IN BLOCK NINETEEN (19), IN IRVING PARK, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15 AND THE NORTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE IDENTIFIED

COMMONLY KNOWN AS 4107 NORTH KEELER STREET, CHICAGO, IL 60641

PTN: 13-15-416-046-1024

which has the address of 4107 NORTH KEELER STREET, CHICAGO, IL 60641

Illinois (State), ZIP Code 60641 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

# UNOFFICIAL COPY

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend from damage to the Property prior to the acquisition until paid to Lender to the extent of the sums secured by this Security interest paragraph 2] if under paragraph 2] the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security interest paragraph 2] or portions of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible or Lender's security interest is released as a result of the damage.

All inauthentic policies and remedies shall be unacceptable to Leader and shall include a standard mortgage clause. Leader  
shall have the right to hold the policies and remedies. If Leader requires, Borrower shall promptly give to the Lender all receipts  
of paid premiums and remuneration notices. In the event of loss, Borrower shall give prompt notice to the Lender and  
Lender, Lender may make proof of loss if not made promptly by Borrower.

may, at Lender's option, obtain coverage to protect Lender's rights in the property in accordance with Paragraph 7.

5. **Hazard and Property Vulnerability:** Bottowever shall keep the improvements in a safe condition above within 10 days of the giving of notice, surely the less or take one or more of the actions as follows above within 10 days of the giving of notice.

may submit priorities over units security interests, however may give notice, bond owners shall

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation incurred by the lien in a manner acceptable to Lender; (b) comes into good faith with his or her attorney of record to negotiate a settlement acceptable to Lender; or (c) secures from the Lender a written agreement to this instrument. If Lender determines that any part of the Property is subject to a lien which prevents the enforcement of the lien, or (d) secures from the Lender an agreement to Lender's satisfaction to pay off the lien by the time the Lender has the right to foreclose on the Property.

the asymmetries, it is often easier to measure these by comparing across countries, as it is easier to compare situations in different countries than to compare situations under the same country.

4. Charges, Expenses, Borrower shall pay all expenses, assessments, charges, fines and importations attributable to the property, which may attain priority over this Security interest in them, and reasonable payments of ground rents, if any; Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly to the person owed payment; Borrower shall promptly furnish to Lender all notices of amounts to be paid

3. Application of Premiums. Unless otherwise specified, all premiums shall be applied first to any balance due; second, to my life charges due under the Note; and third, to my legal expenses due under the Note.

any Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds so held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the Funds have by Lender exceeded the amounts permitted to be held by applicators, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amounts necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months following notice, at Lender's sole discretion.

give to Borrower, without charge, an annual accountings of the Funds, showing credits and debits to the Funds and the purpose for which each deposit in the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

UNQUOTE COVENANT 1. Payment of Principle and Interest; Borrower and Lender covenants as follows:

# UNOFFICIAL COPY

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include: paying any sums secured by a lien which has priority over this Security Instrument, appearing in court; paying reasonable attorneys' 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.

Any amounts disbursed by Lender under this paragraph 7 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 from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

**11. 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.

**12. 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, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
SF-5892-5 (Rev. C - 2/91) Part 2 (IL)

400-1238

# UNOFFICIAL COPY

21. Acceleration of Remedies. Lender shall give five 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 paragraph 17 because applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to accelerate after acceleration and the right to assert in the foreclosure proceedings of any other defaulter of this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall curtail payment of all sums secured by this Security Instrument until the date of acceleration.

BOTTOWER AND LEANDER FURTHER COVERAGE AND SPREE AS FOLLOWS:

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any Governmental or regulatory agency involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any Governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances Substance or Environmental Law is necessary, Borrower shall promptly take all necessary remedial actions in coordination with Borrower shall promptly remove all necessary remedial actions in coordination with Environmental Laws of which Borrower has actual knowledge. If Borrower learns, or is notified by any Governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances Substance or Environmental Law is necessary, Borrower shall promptly take all necessary remedial actions in coordination with Environmental Laws of which Borrower has actual knowledge. If Borrower learns, or is notified by any Governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances Substance or Environmental Law is necessary, Borrower shall promptly take all necessary remedial actions in coordination with Environmental Laws of which Borrower has actual knowledge. If Borrower learns, or is notified by any Governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances Substance or Environmental Law is necessary, Borrower shall promptly take all necessary remedial actions in coordination with Environmental Laws of which Borrower has actual knowledge. If Borrower learns, or is notified by any Governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances Substance or Environmental Law is necessary, Borrower shall promptly take all necessary remedial actions in coordination with Environmental Laws of which Borrower has actual knowledge.

19. **Sale of Note; Change of Lessor; Change of Lessee;** - A Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Bottowser. A sale may result in a change in the entity (instrument) holding the Note or a partial interest in the Note (together with this Security Instrument).

20. **Hazardous Substances.** Bottowser shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Bottowser shall not do, nor allow anyone else to do, anything affecting the use, or storage of small quantities of Hazardous Substances that is in violation of any Environmental Law. The proceeds of any Proceeds shall not apply to the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Bottowser shall not do, nor allow anyone else to do, anything affecting the use, or storage of small quantities of Hazardous Substances that is in violation of any Environmental Law.

18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Interest discontinued at any time prior to the earlier of: (a) 5 days after payment of all amounts due under this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are as follows:

- (a) pays all sums which he or she due under this Security Instrument and the Note as if no acceleration had occurred; (b) occurs any default of any other circumstances or agreements; (c) pays all expenses incurred in enforcing this Security Instrument; or (d) fails such action as the Lender may reasonably require to assure that the Lender has fully received the benefits intended by Borrower.

Security Interest may be terminated before sale of the Property pursuant to any power of sale contained in this instrument if the Lender has sold the Property to a third party. The Lender shall have the right to resell the Property to another person for the price received less the amount of the unpaid balance of the Note and the costs of collection and attorney fees.

if Lender elects to exercise this option, Lender shall give Borrower notice of acceptance of less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Interest in full. If Borrower fails to pay these sums prior to the expiration of this period, any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Interests or the property of a person in another instrument may be sold by the transfer of all or any part of the property of any person in another instrument.

16. Borrower's Copy. Borrower shall be given one committed copy of the Note and of this Security Instrument to be delivered to be severable.

17. Security Interest. This security interest will be held in trust for the benefit of the Noteholders.

13. **Lawn 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.

# UNOFFICIAL COPY

\* 24. Riders to this Security Instrument. If one or more Riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) (specify)      |   |   |

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

Witnesses:

*Kathleen Hurley*

(Seal)

—Borrower

(Seal)

—Borrower

(Seal)

—Borrower

(Seal)

—Borrower

[Space Below This Line for Acknowledgment]

LOAN NO. 1364260-8  
State of Illinois

DuPage County ss:

I, GROZDANA R. SKOOGSBERG, a notary public in and for said county and state, do hereby certify that

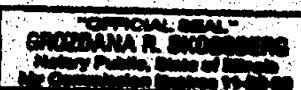
KATHLEEN HURLEY, A MEDIUM

personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE signed and delivered the same instrument as HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11TH day of OCTOBER, 1991

My commission expires:

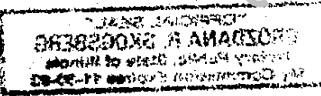
*Grozdana R Skoogberg*  
Notary Public



4004238

# UNOFFICIAL COPY

A large, semi-transparent watermark is angled diagonally across the page. The text "Property of Cook County Clerk's Office" is written in a bold, sans-serif font. The letters are slightly faded, giving it a watermark-like appearance. The watermark covers most of the page area.



IN DUPLICATE

18 AM 2-3838  
LIBRARY BRANCH  
DIVISION OF LIBRARIES  
UNIVERSITY OF TORONTO LIBRARY

卷之三

卷之三

40016338

Digitized by Google

Deliver Duplicate Trust

Address 4004-238

PREFACIO / LANKIEWICZ

**REPUBLIC TELEGRAPH  
1500 K STREET  
WASHINGTON, D. C. 20004**