

# UNOFFICIAL COPY

11-7-85

L43005 CY 2023-28

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 5  
1985. The mortgagor is Samantha Hoffman, divorced and not since remarried.  
("Borrower"). This Security Instrument is given to Inland Mortgage Corporation, which is organized and existing  
under the laws of Illinois, and whose address is 2100 Clearwater Drive,  
Oak Brook, Illinois 60521 ("Lender").  
Borrower owes Lender the principal sum of Forty Three Thousand and no/100  
Dollars (U.S. \$43,000.00). 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 December 1, 2015. 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:

THE NORTH  $\frac{1}{2}$  OF LOT 3 IN ROBBIN'S RESUBDIVISION OF THE LOTS 8, 9 AND 10 IN BLOCK  
1 AND THE EAST  $\frac{1}{2}$  OF THAT PART OF LOTS 1, 2, 3 AND 4 LYING EAST OF THE WEST 33  
FEET ON BLOCK 2 OF A.T. MCINTOSH AND COMPANY'S SECOND ADDITION TO RIVERVIEW, A  
SUBDIVISION OF THE NORTH  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{2}$  OF SECTION 28,  
TOWNSHIP 41 NORTH, RANGE 12 EAST ON THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

PERM. TAX NO: 09-28-116-032 Vol. 094 R.

11-7-85  
Cook County Clerk's Office

which has the address of 1828 Orchard Street, Des Plaines, IL  
60018 ("Property Address");  
Illinois (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the  
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to  
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any  
encumbrances of record.

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

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#1161 # B \* 85-274704  
 DEPT-91 RECORDING 1000 0005 11/08/85 09:45:00  
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13 00 MAIL

8-24-88

MY COMMISSION EXPIRES:

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 5th DAY OF NOVEMBER , 1985  
 AND VOLUNTARILY KNOWN TO ME TO BE THE SAME CERTIFY THAT SAVANTHA M. FRYAN  
 TO THE FOREGOING INSTRUMENT, APPARED BEFORE ME THIS DAY IN PERSON, AND  
 ACKNOWLEDGE THAT SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HER FREE  
 PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS SUBSCRIBED  
 AND STATE, DO HEREBY CERTIFY THAT SAVANTHA M. FRYAN  
 IN THE STATE OF ILLINOIS, COOK COUNTY SS:

(Space below this line for Acknowledgment)

Ruth McCarron  
 THIS INSTRUMENT PREPARED BY  
 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.  
 Ruth McCarron  
 Samantha Hefeman  
 Oak Brook, Illinois 60521  
 2100 Clearwater Drive  
 Island Mortgage Corporation  
 (Seal)  
 (Seal)

Instrument the undersigned parties and agreements of this Security instrument as if the rider(s) were a part of this Security  
 instrument. If one or more riders are executed by Borrower and recorded together with  
 23. Rider's to this Security instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and  
 supplement the original instrument, unless otherwise provided in the Proportion.

22. Waiver of Homestead. Borrower waives all right of homestead excepted in the Proportion.  
 Instrument without charge to Borrower. Borrower shall pay any collection costs.  
 21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security  
 instrument and reasonable attorney fees, and then to the sum secured by this Security instrument, premium on  
 costs of management 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 collect the rents of  
 appounited receiver) shall be entitled to enter upon, take possession of the property and to collect the rents of  
 prior to the expiration of any period of redemption following judgment 19 or abandonment of the property and at any time  
 20. Lender in Possession, fees and costs of title evidence.  
 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

this Security instrument without further demand and may foreclose this Security instrument in full or all sums secured by  
 before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by  
 existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or  
 before the date specified in the notice to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-  
 inform Borrower of the right to reinstate by judicial proceeding and sale of the property. The notice shall further  
 secured by this Security instrument, foreclosure by judicial procedure. The notice may result in acceleration of the sums  
 and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums  
 defaulting; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;  
 unless applicable law provides otherwise. The notice shall specify: (a) the date required to cure the  
 breach of any covenant or agreement prior to acceleration under paragraphs 13 and 17  
 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

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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 condemner 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 take 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 operation 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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Leender may take action under this Paragraph /, Leender does not have to do so.  
Any amounts disbursed by Leender under this Paragraph / shall become additional debt of Borrower secured by this  
Security instrument. Unless Borrower and Leender 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 Leender to Borrower  
requiring payment.

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, or condemnation) or if Lender's rights in the Property are otherwise impaired, Lender's actions to protect his/her interest in the Property may include paying any sums accrued by a licen which has priority over this Security Instrument, paying reasonable attorney fees and expenses incurred by Lender in connection with the protection of his/her interest in the Property, and any other action that Lender deems necessary to protect his/her interest in the Property.

6. Preservation and Maintenance of Property: Lesseholders, Borrower shall not destroy, damage or abscond with the property to deterioration or damage of the lease, and it Borrower agrees to file to the Property, the leasehold and change the property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold, Borrower shall comply with the provisions of the lease.

Holder of the instrument or his security interest may collect the instrument before it reaches due date. The holder may sue the maker or endorser to recover the amount paid to him when the notice is given.

Under such circumstances, Lender and Borrower offer to waive payment of interest on unpaid principal until such time as the principal balance has been reduced to zero.

All manner of policies and remedies shall be acceptable to Leander and shall include a standard mortgage clause which provides:

**5. Hazard Insurance.** Borrower shall keep the property insured or otherwise covered as required by the Lender and shall pay all premiums and other expenses of insurance to the Lender at the time of payment of principal and interest.

4. **Chargers; Lenses.** Better wear what you can afford to pay, assessments, charges, fines and impoundments imprudent to the property which may claim priority over this security instrument, and leasehold payments of ground rents, if any.

Borrower shall pay the above obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly to the person or entity to whom payment is due. Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall furnish to Lender except as evidenced in the payments.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied first, to late charges due under the Note second, to preparation charges due under the Note third, to amounts payable under paragraph 2; fourth, to interest due and last, to principal due.

amounts needed to make up the deficiency in one or more payments as required by Lender.

If the due date of the excessor items, shall exceed the amount required to pay the excessor items when due, Borrower shall pay to Lender any amount of the excessor items held by Lender, together with the future monthly payments of Funds payable prior to maturity of the instrument at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the due date of the excessor items, shall exceed the amount required to pay the excessor items when due, the excessor shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the due date of the excessor items, shall exceed the amount required to pay the excessor items when due, Borrower shall pay to Lender any amount of the excessor items held by Lender to pay the excessor items when due. Borrower shall pay to Lender any amount of the excessor items held by Lender to pay the excessor items when due.

The Funds shall be held in an institution the deposits or accounts of which are insured by a federal state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items Lender may not charge for holding and applying the Funds, analyzing the account of every item to pay the escrow items Lender may agree to such an institution). Lender shall pay the funds deposited or accounted for additional security for the sums received by the Fund.

**1. Payment of Principal and Interest Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the prepayment and interest Prepayment and Late Charges.

**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-twelfth of (a) yearly taxes and assessments which are then under the Note or to a written waiver by Lender, whichever is earlier, plus (b) amounts necessary to purchase, maintain and keep in good condition the property over which the Note is held in fee simple, security instruments, leases or contracts of leasehold premises or ground rents on the property, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.