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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 20  
 19 85. The mortgagor is RONALD A. MARTIN AND LAURA A. MARTIN, HIS WIFE  
 ("Borrower"). This Security Instrument is given to  
 ALLSTATE ENTERPRISES MORTGAGE CORPORATION, which is organized and existing  
 under the laws of Ohio, and whose address is  
 300 Knightsbridge Parkway, #500, Lincolnshire, Illinois 60069  
 Borrower owes Lender the principal sum of THIRTY EIGHT THOUSAND SIX HUNDRED AND NO/100-----  
 Dollars (U.S. \$ 38,600.00----). 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:

LOT 25 IN BLOCK 7 IN WESTHAVEN HOMES RESUBDIVISION BEING A RESUBDIVISION  
 OF WESTHAVEN HOMES UNIT NUMBER 1 AND WESTHAVEN HOMES UNIT NUMBER 2,  
 IN THE NORTH  $\frac{1}{2}$  OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12, EAST OF  
 THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
 OCTOBER 24, 1961 AS DOCUMENT NUMBER 18 311 372, IN COOK COUNTY,  
 ILLINOIS.

TAX NO. 27-27-206-025, VOL. 147  
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which has the address of 16835 SOUTH 91ST AVENUE, WESTHAVEN  
 [Street] [City]  
 Illinois 60477 ("Property Address");  
 [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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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 file 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 ~~so as 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 where 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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7. Protection of Lenders' Rights in the Property; Mortgage Insurance. If Borrower fails to perform the terms of this Note or merges unless Lender agrees to the merger in writing, Lender may sign such documents as Lender deems necessary to protect Lender's rights in the Property, including, without limitation, documents giving Lender the right to require Borrower to pay all sums due under this Note and to receive payment of all sums due under this Note prior to the date of sale of the Property by Borrower or any other party.

Unless the Lender and Borrower otherwise agree in writing, any application of proceeds to principal, shall not extend when the same is given.

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

**5. Flazzard Insurance.** Borrower shall keep the term insurance now existing or hereafter erected on the Property against loss by fire, hazards included within the term, extended coverage, and any other hazards for periods for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods for which Lender requires insurance. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 accrued by the lien in a manner acceptable to Lender; (b) contributes in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to frustrate the intent of the obligee; (c) makes arrangements acceptable to Lender to satisfy the lien or more of the actions set forth above within 10 days of the filing of notice.

**3. Application of Amendments.** Unless applicable law provides otherwise, second, to prepayment charges due under the Notes; and last, to principal due.

any Funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the date of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

If the due amount of the Funds held by Lender, together with the future monthly payments, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either repaid to Borrower or credited to Borrower on monthly payments of the escrow items held by Lender is not sufficient to pay the escrow items when due, the excess shall be repaid to Lender.

The Funds shall be held in an institution the depositors of which are insured or guaranteed by a federal or state agency that applies the Funds to pay the escrow items under paragraph 1 and certain other items of which are insured or guaranteed by a federal or state agency that applies the Funds to pay the escrow items under paragraph 1 and certain other items.

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 may attain priority over this Security Instrument, (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on any day and escrowable amounts shall be determined by Lender.

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 Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay

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55040 PGEXW.1 Song Printing Company of Illinois - (312) 332-4730 3:00:46 1-MAY-85  
CO39 - COUNTY OF COOK - Sale, Servicing and Administrative Agreement - (106)

## EXHIBIT W

### ADDENDA TO MORTGAGE LOAN ASSUMABILITY RIDER

This Loan Assumability Rider is made this 20<sup>TH</sup> day of NOVEMBER, 1985, and is incorporated into and shall be deemed to amend and supplement a Mortgage dated of even date herewith, given by the undersigned (herein "Mortgagor") to secure Mortgagor's Note to ALLSTATE ENTERPRISES MORTGAGE CORPORATION or its assigns (herein "Mortgagee") and covering the Property described in the Mortgage and located at

16835 SOUTH 91ST AVENUE, WESTHAVEN, ILLINOIS 60477.  
(Property address)

In the event that Mortgagee's Note has been assigned to The First National Bank of Chicago, as Trustee pursuant to that certain Trust Indenture dated as of June 1, 1985, with the County of Cook, Illinois, then upon sale, rental or other disposition or transfer of title or possession, whether voluntary, involuntary or by operation of law, of all or any part of the Property, or upon any assumption of the Mortgage by, a person ineligible to receive a mortgage loan under or at a price in excess of that permitted under the County of Cook, Illinois, 1985 Single Family Mortgage Purchase Program, Mortgagee may, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable and exercise any of the remedies provided under the Mortgage, except to the extent that such acceleration and in such particular circumstances where exercise of such a right by Mortgagee is prohibited by law. The provisions hereof shall prevail notwithstanding any contrary provisions in any note or other instrument which evidences the obligations hereby secured. Mortgagor shall notify Mortgagee promptly in writing of any transaction or event which may give rise to a right of acceleration hereunder. Mortgagor shall pay to Mortgagee all damages Mortgagee sustains by reason of the breach of the covenant of notice set forth herein.

RONALD A. MARTIN  
Mortgagor

RONALD A. MARTIN

Laura A. Martin  
Mortgagor

LAURA A. MARTIN, HIS WIFE

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EXHIBIT X

LOAN FRAUD RIDER

This Loan Fraud Rider is made this 20TH day of NOVEMBER, 1985, and is incorporated into and shall be deemed to amend and supplement a Mortgage dated of even date herewith, given by the undersigned (herein "Mortgagor") to secure Mortgagor's Note to ALLSTATE ENTERPRISES MORTGAGE CORPORATION or its assigns (herein "Mortgagee") and covering the Property described in the Mortgage and located at

16835 SOUTH 91ST AVENUE, WESTHAVEN, ILLINOIS 60477  
(Property address)

Upon discovery of fraud or misrepresentation by the Mortgagor or by the grantor of the Property to the Mortgagor (herein "Grantor") or any defect or inaccuracy which in the judgment of the Administrator of the County of Cook, Illinois 1985 Single Family Mortgage Purchase Program (hereafter, the "Program") through which the related Mortgage Loan is being financed is material, with respect to any information provided by the Mortgagor in the mortgage application or Mortgagor's Affidavit executed in connection with Mortgagor's Note or with respect to any information provided by the Grantor in the Seller's Affidavit executed in connection with the Program, Mortgagee may, at Mortgagee's sole discretion, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable. The provisions hereof shall prevail notwithstanding any contrary provisions in any note or other instrument which evidences the obligations hereby secured. Mortgagor shall notify Mortgagee promptly in writing of any transaction or event which may give rise to a right of acceleration hereunder. Mortgagor shall pay to Mortgagee all damages Mortgagee sustains by reason of the breach of the covenant of notice set forth herein.

Ronald A. Martin

Mortgagor

RONALD A. MARTIN

Laura A. Martin

Mortgagor

LAURA A. MARTIN, HIS WIFE

1985-11-20 00:00:00  
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 CBA - COUNTY OF COOK - Sale, Servicing and Administration Agreement - 10-40

## EXHIBIT B

## ASSIGNMENT OF MORTGAGE NOTE AND MORTGAGE

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KNOW ALL MEN BY THESE PRESENTS THAT.

ALLSTATE ENTERPRISES MORTGAGE CORP.

, in consideration of One Dollar (\$1.00) and other valuable consideration to it in hand paid by The First National Bank of Chicago, Chicago, Illinois, as Trustee pursuant to that certain Trust Indenture dated as of June 1, 1985, with the County of Cook, Illinois regarding the issuance by said County of its Single Family Mortgage Revenue Bonds, 1985 Series A, receipt of which is hereby acknowledged, does hereby sell, transfer, assign, set over and deliver unto the said The First National Bank of Chicago, as Trustee, and to its successors and assigns forever, all rights and interest in the following to-wit:

(a) That certain Mortgage recorded on 18, as document no. 83-232230 in the Office of the Recorder of Deeds/Register of Titles of Cook County, Illinois on 10/26/85 and described as follows: See Exhibit A attached.

(b) Also the note of indebtedness described in and now secured by, the instrument aforesaid.

TO HAVE AND TO HOLD the same unto the said The First National Bank of Chicago, as Trustee, and unto its successors and assigns forever.

Executed this 20th day of November, 1985.

(Name of Participant)

By: Elizabeth A. Meyer  
 (printed name) ELIZABETH A. MEYER

Its ASSISTANT SECRETARY

STATE OF ILLINOIS  
 COUNTY OF

Before me, the undersigned authority, on this day personally appeared ELIZABETH A. MEYER of ALLSTATE ENTERPRISES MORTGAGE CORPORATION, a n ASSISTANT SECRETARY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and at the act and deed of said ASSOCIATION.

Given under my hand and seal of office of this 20th day of November, 1985

Carole Broadhurst  
 Notary Public in and for said County and State  
 (printed name):

Carole Broadhurst

My Commission Expires:

6/15/89

Prepared by: Carole Broadhurst  
 Allstate Enterprises Mortgage Corp.  
 7000 W. 111th St., Worth, IL 60482

B-1 Box 158