

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$14.25  
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Hearse #, D - 85-337243

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## MORTGAGE

095825820  
213784

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 18  
1985. The mortgagor is SCOTT M. ROBERTZ AND JANET L. ROBERTZ, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to UNITED SAVINGS OF AMERICA

which is organized and existing under the laws of THE STATE OF ILLINOIS  
4730 WEST 79TH STREET  
CHICAGO, ILLINOIS 60652

, and whose address is  
("Lender").

Borrower owes Lender the principal sum of  
SIXTY TWO THOUSAND FORTY HUNDRED AND NO/100---

Dollars (U.S. \$ 62,400.00). 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 JANUARY 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:  
PARCEL 1: UNIT NUMBER 7235 IN RIDGE CREST CONDOMINIUM AS DELINEATED ON  
A SURVEY OF THE FOLLOWING REAL ESTATE: LOT 17 IN BLOCK 12 IN CONGDON'S  
RIDGE ADDITION TO ROGER'S PARK, A SUBDIVISION OF THE SOUTH 50 ACRES OF  
THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 41 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS LYING NORTH OF THE INDIAN BOUNDARY LINE WHICH SURVEY IS  
ATTACHED AS EXHIBIT "A" AS TO THE DECLARATION OF CONDOMINIUM RECORDED  
AS DOCUMENT 25763888 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN  
THE COMMON ELEMENTS.

PARCEL 2: THE USE OF PARKING SPACE "D" A LIMITED COMMON ELEMENT AS  
DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED  
AS DOCUMENT 25763888.

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which has the address of 7235 NORTH RIDGE CHICAGO (Street) (City)

Illinois 60645 ("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 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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Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be payable with interest, upon notice from Lender to Borrower at the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Re-title shall not merge Lender's agrees to the merger in writing.

16. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or absconder any immovable property prior to its redemption.

Postponing the due date of the monthly payments referred to in Paragraphs 1 and 2 of Clause 1 of the same terms, unless under paragraph 19, the property is acquired by Lender. Borrower's right to any insurance policies and procedures, including payment of premiums, will remain with Lender until payment in full has been received by Lender.

The Proprietary or to pay sums secured by this Security Instrument, whether or not then due, the 10 day/period will begin when the notice is given.

Call recipient or paid premium and send new notices. In the event of loss, BARTOW, CALIFORNIA, Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Leendeer. Any shall include a standard motorcycle clause.

hazarded against losses by fire, hazards included within the term, "causes," and coverage, and any other hazards for which Lender may require insurance.

The Property is subject to a ten year lease which may renew prior to expiry (this security instrument, "Leaseholder Security"). Five (5) business days notice is required to cancel the lease.

argrics in writing to the paymen of the obligatio ac used by the lieen in a manner acceptable to Lender; (g) certificis in good faith (the lieen by or defens againt enforcement, ac lieen in, legal proceedings which in the lieen under a opinion of good prevail in the enforcement of the lieen or forfeiture of it); (h) securi Promery; or (c) securi from the holder of the lieen an agreement subordinating the lieen to another instrument; (i) Lender's interest in any part of

(c) be paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish Security Instruments to Lender except as provided in the note.

Property which may attain such uses as gardens, reservoirs, parks, playgrounds, or other public purposes, may be taken by the state or its political subdivisions for such purposes if it is determined that the taking is for a public purpose and that the ends sought will be promoted by the taking.

3. Application of Amyments. Unless applicable law provides otherwise, all payments received by Lenker under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to preparement charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due and last, to principal due.

any Fund shall be sold or acquired by Lender, Lender shall apply, no later than Immediately prior to the sale of the Property or its acquisition by Lender, any Fund held by Lender at the time of application as a credit against the sum secured by this Security instrument.

at Borrower's option, entitled "Promissory Note" to Borrower in the amount of the Funds held by Lender to make up the deficiency in one of more payments required by Lender to pay off the principal balance of the Note.

**11. The amount of the gross payment available prior to the due date of the gross items, shall exceed the amount required to pay the gross when due, the excess shall be held by Lender together with the future monthly payments of funds payable prior to this security instrument.**

regulations, intenders to be paid, Lender shall not be required to pay Borrower any interest on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose of which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by

Lender may not charge for holding the Funds, and may charge the Funds account for overrawing the account items, unless some agency holds the Lender's funds in trust for the Lender, in which case the Lender may not charge the Lender's funds.

MORTGAGE INSURANCE premiums, if any, these items are called "carryover items." Under marginal mathematics, due on the dates of current data and reasonable estimates of future growth items.

(a) Leverage 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 the yearly taxes and assessments which may accrue over this twelve-month period; (b) yearly leasehold payments or rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly

UNIFORM CONTRACTS. Borrower and Lender comprehend and agree as follows:

1. Payment of principal and interest. Payment shall promptly pay when due the principal of and interest on the debt incurred by Note and principal of and interest on the Note and interest on the Note.
2. Expenses of suit and defense. Subject to applicable law or to written waiver by Lender, Borrower shall pay



