

UNOFFICIAL COPY

8640114

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; 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.

8640114

UNOFFICIAL COPY

Lender may take action under this paragraph, unless you have to do so.

7. **Contract of Lender** shall not merge unless Lender agrees to the merger in writing.

7. Borrower fails to perform the covenants and agreements contained in this Deed of instrument, or otherwise violates any provision of this Deed of instrument, Mortgagor agrees to pay all costs and expenses of Lender in connection with the enforcement of the rights of Lender under this Deed of instrument.

6. Preservation and Maintenance of Property; Lesseholders. Borrower shall not destroy, damage or substantially 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, and if Borrower acquires fee title to the Property, the lessee hold and uses the Property for the purpose for which it was intended.

If this Notice is given, Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the maturity payments referred to in paragraphs 1 and 2 or change the amounts of the payments. If under paragraph 19 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 instrument immediately prior to the acquisition.

5. **Hazardous Insurancce.** Borrower shall keep the property elements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extending coverage", and any other hazards for which Lender requires against insurance. This insurance shall be maintained in the amount and for the periods that Lender requires against loss by fire, hazards included within the term "extending coverage", and any other hazards for which Lender requires against insurance. The insurance carrier selected by Lender shall be chosen by Borrower who will be responsible for all premiums and renewals. If Lender requires, Borrower shall promptly give to Lender receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance company giving the original notice.

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) consents in good faith to the lien by, or elements against it, or enforcement of the lien in, legal proceedings which in good faith meet all requirements of the law.

pay them on time directly to the person or entity to whom payment shall be made. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender evidence of the payments received.

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

Upper Funds held by Lenders in full or in sums secured by this Security Instrument, Lender's funds shall promptly be returned to Lender by Lender, any Funds held by Lender, any Funds held by Lender at the time of

If the amount of the Funds held by Lender, together with future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one of the following ways:
1. By making up all sums secured by this Security Instrument; 2. Endorse shall promissory refund to Borrower.

1. Payment of interest and interest-free payment and late charges. Borrower shall promptly pay when due the principal of and interest on the Note and any premium paid by the Note holder. The Note is dated _____.

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 may affect property over this Security Instrument; (b) yearly leasehold payments or 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 the basis of current and reasonable estimates of future escrow items.

UNOFFICIAL COPY

4640114

Loan No. 9262-13

86401114

This instrument was prepared by:

Linda J. Nuccio

NORWOOD FEDERAL SAVINGS & LOAN ASSN.
5813 NORTH MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60646

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 8,
1986. The mortgagor is RONALD E. BURCHFIELD AND THERESA E. BURCHFIELD, his wife
("Borrower"). This Security Instrument is given to NORWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing
under the laws of the United States of America, and whose address is 5813 North Milwaukee Avenue, Chicago, Illinois 60646
("Lender").
Borrower owes Lender the principal sum of SIXTY FIVE THOUSAND AND NO/100***** Dollars (U.S. \$ 65,000.00). 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 September 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 5 IN BLOCK 1 IN BECKER'S EDGE BROOK FOREST PRESERVE ADDITION, A
SUBDIVISION OF LOTS 18, 19, 24 AND 25 IN BRONSON'S PART OF CALDWELL'S
RESERVATION IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN CHICAGO, COOK COUNTY, ILLINOIS.

Meridian
PTN#13 04 214 020

97

86401114

DEPT-D RECORDING \$13.25
T-2212 TRAN 0074 09/09/86 10:42:00
\$13.25 - 86-401114
COOK COUNTY RECORDER

which has the address of 6240 N. Legett Avenue Chicago
[Street] (City),
Illinois 60646 ("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.

UNOFFICIAL COPY

Notary Public
Signature

Given under my hand and official seal, this.....8th.....day of.....August.....1986.

My Commission expires: 2/6/89

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that.....X.....

....., personally known to me to be the same person(s) whose name(s) are.....

....., subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that.....X.....

I,....., Notary Public in and for said County and State,
do hereby certify that.....RONALD E. BURCHFIELD AND THIRSA E. BURCHFIELD, his wife
Jeanette M., No. 1....., a Notary Public in and for said County and State,
....., County, ss.

Property of County of Jacksonville, Florida

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judgment, Lender (in person, by agent or by judicial process) shall be entitled to enter upon, take possession of and manage the Property and to collect rents or costs of management of those properties, and then to the sums secured by this Security instrument.	
21. Release. Upon payment of all sums executed by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.	
22. Waiver of Homeowner. Borrower waives all right of homestead exemption in the Property.	
23. Title to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument. All one or more riders are executed by Borrower and recorded together with this Security instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument as if the rider(s) were a part of this Security instrument.	
<p><input type="checkbox"/> 2-4 Family Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Grandparent Rider <input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Other(s) (Specify) _____</p>	

19. Acceleration of Remedies. Lender shall give notice to Security Instrument (but not prior to accelerating following Borrower's default) or applicable law provides otherwise). The notice shall specify: (a) the date the section 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 or before the date specified in the notice of may result in the notice of the sums secured by this Security Instrument, foreclosed proceedings and sale of the Property. The notice shall further inform Borrower of the right to accelerate and the right to assert in the foreclosure proceeding the non-accelerance of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured in or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

19. Acceleration of Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including