UNOFFICIAL CO

COOK COUNTY, ILLINOIS FILED FOR PECORD

Box 333 - W-BB

1986 OCT 17 PM 1: 17

86483685

Calumet Federal Savings and Loan 1350 E Sibley Blvd Dolton, Illinois 60419 Boxx 44

[Space Above This Line For Recording Data]

15 Years MORTGAGE

14-001768-1

secures to Lender; (a) the repaymer to the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all of a 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 County, Illinois:

LOT 96 IN WILLOWSHIRE ESTATES UNIT No. 2, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED JANUARY Phys Clarks 18, 1980 AS DOCUMENT 25327160.

PIN# 18-32-306-039-0000

which has the address of84 Willow West Drive, Willow Springs (Street) ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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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efault; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the delault must be cur nd (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the security Instrument, foreclosure by indicing and sale of the Property. The notice shall furf sform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the right to	ottoenany require immediate payment in full of lines secured become of the besoond laisibuly of insmurtant yriness.	ofore the date specified in the notice. Lender at the property is an incomplex at the part of the property is an experiment.
efault; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default imust be cur nd (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the security Instrument, foreclosure by judicial and sale of the Property. The notice shall fur	er to acceleration and foreclosure. If the default is not cured or	xistence of a default or any other defense of Borrow
efault; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cu		
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UNIFORM COVEN

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. 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 attain priority 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 data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or 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 or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the 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 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 neces any o make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lei der. If under paragraph 19 the Property is 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 Funds held by Lender at the time of application as a credit use just the sums secured by this Security Instrument.

3. Application of Forments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be a pi d: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Bo tower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in d: manner provided in paragraph 2, or if not paid in that 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 under this paragraph. If Borrov er makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lie, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation rect red by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of in lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of an , part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender at d shell include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires Porrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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 and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any e.ces. paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds o repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-any period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal sine, not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount 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 Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. 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 leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

If Borrower fails to perform the 7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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.



occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

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insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8: Inspection. Lender of 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 for conveyance in lieu of condemnation, are hereby than the proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby any condemnation, and the proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby

the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately In the event of a total taking of the Property, the proceeds shall be applied to the aums 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 Security Instrument shall be reduced by assigned and shall be paid to Lender.

given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or 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 paid to Borrower.

pelone the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

Unic solved in Second Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the die, are of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments of Borrower Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of the time for payment or modification of the cums secured by this Security Instrument granted by Lender to any successor in to the sums scritted by this Security Instrument, whether or not then due.

by the original Borrower or 14 frower's successors in interest. Any forbeatance by Lender in exercising any right or remedy interest of Borrowe, a fall not operate to release the liability of the original Borrower or Borrower's successors in interest. Dayment or otherwise modify a nortization of the sums secured by this Security Instrument by reason of any demand made payment or otherwise modify a nortization of the sums secured by this Security Instrument by reason of any demand made

II. Successors and Assi na Sound; Joint and Several Liability; Co-signers. The covenants and agreements of shall not be a waiver of or preclud . 'he exercise of any right or remedy.'

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 Borrowers in the Property and at the terms of this Security Instrument, (b) is not personally obligated to pay Instrument but does not execute the Pote: (1) is co-signing this Security Instrument only to mortgage, grant and convey this Security Instrument shall bind at 4.1 enefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 117. Borrower's covenance and agreements shall be joint and several. Any Borrower who co-signs this Security

necessary to reduce the charge to the permitted limit; and (b) as y sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender ma, ch lose to make this refund by reducing the principal owed 12. Loan Charges. If the loan secured by the Sourity 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, there is any such loan charge shall be reduced by the amount that Borrower's consent.

under the Note or by making a direct payment to be noter the Note partial prepayment without any prepayment charge under the Note of applicable, laws has the effect of applicable, laws has the effect of a property of applicable, laws has the effect of a conding to its lerms. Lender, at its option, rendering any provision of the Note or this Security Instrument unenfor est le according to its terms, Lender, at its option,

Paragraph 17 permitted by paragraph 19. If Lender exercises this option, Lender shall ta ce the steps specified in the second paragraph of may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designates Lv. totice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any antice to Lender shall be given by it. Notices. Any notice to Borrower provided for in this Security Institutes taball 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

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Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Incrument or the Note Governing Law; Severability. This Security Instrument shall be governed by federal awand 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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote 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 Borrower is sold or transferred and Borrower is not a matural interest in Borrower is sold or transferred and Borrower is not a matural interest in Borrower is sold or transferred and Borrower is not a matural interest in this sold or transferred and Borrower is not a matural interest in the Property or any interest in Borrower is sold or transferred and Borrower is not a matural interest in the Property or any interest in the Property

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period federal law as of the date of this Security Instrument. 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

of notiless than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

this Security, instrument. It Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any temedies permitted by this Security Instrument without further notice or demand on Borrower.

Congred; (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, resonable 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 colligation 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 Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had sometimes of the obligations secured hereby shall remain fully effective as if no acceleration had sometimes of the obligations secured hereby shall remain fully effective as if no acceleration had sometimes of the obligations are obligations. 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 applicable/law.may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enflorcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as