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CUDAHY COUNTY, ILLINOIS  
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## MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on October 31, 1986. The mortgagor is JOSEPH F. LEAHY AND ANN E. LEAHY, HUSBAND AND WIFE, ("Borrower"). This Security Instrument is given to USAmeribanc/Woodfield, which is organized and existing under the laws of Illinois, Higgins and Meacham Roads, Schaumburg, IL 60196, and whose address is ..... ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED AND NINETY THOUSAND AND 0/100 Dollars (U.S. \$ 290,000.00). 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 November 1, 1989. 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 8 IN INVERRAY SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. # 02-20-109-027 Volume: 149

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which has the address of 2185 INVERRAY, INVERNESS,  
[Street] [City]  
Illinois 60062 ("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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JOURNAL OF CLIMATE

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(Specify Below This Line Reserved for Lender and Recorder)

National Public

JOURNAL OF COMMISSION EXTRIES MARCH 5, 1990

My Commission expires:

Sect forth.

I, ... SANDRA L. GIOTTI, ... a Notary Public in and for said county and state,  
do hereby certify that ... JOSEPH F. LEAHY AND ANN E. LEAHY, HUSBAND AND WIFE,  
..... personally known to me to be the same person(s) whose name(s) appear  
..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that .. The  
..... signed and delivered the said instrument as ... their free and voluntary act, for the uses and purposes herein

STATE OF ILLINOIS, . . . . . COOK COUNTY ss;

*John F. Leahy*  
JOSEPH F. LEAHY  
ANN E. LEAHY  
Borrower  
(Seal).....  
*John F. Leahy*  
JOSEPH F. LEAHY  
ANN E. LEAHY  
Borrower  
(Seal).....

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Other(s) [Specify] \_\_\_\_\_

Condominium Rider       2-4 Family Rider  
 Adjustable Rate Rider  
Interest Only / Extraordinary Occasional Payments

23. Besides 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 supersede all terms and conditions of this Security Instrument as of the date of the incorporation.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

but not limited to, reasonable attorney fees and costs of title evidence.

Security Instrument without further demand and may recourse to judgment by judicial proceeding if this Security Instrument is not paid in full by all sums demanded and may require immediate payment in full by judgment of a court of law or by other legal proceedings.

and (d) that failure to cure the defect outlined in the notice specified in the sum secured by this Security Instrument, for a period of three months from the date of the receipt of the notice, unless otherwise provided in the note.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; and (c) the date by which the default must be cured.

**NON-LINIFORM GOVERNANTS.** Borrowed and Lender further agree as follows:

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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 necessary to 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 Lender. 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 against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, 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.** Borrower 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 the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owing payment. 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 receipts evidencing the payments.

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 secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any 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 improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended 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 and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower 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 excess 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 to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 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.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** 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, 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.

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18. Borrower's Right to Retain. If Borrower meets certain conditions, Borrower shall have the right to have possession of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for repossessing personal property) after Borrower has breached any term or condition of this Security Instrument; or (b) entry of a judgment enjoining Borrower from using or operating the property covered by this Security Instrument. Those conditions are that Borrower: (a) pays all sums which he/she would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any defect or nonconformity of any other instrument of agreement or conveyance of any part of the property covered by this Security Instrument; (c) pays all expenses incurred in foreclosing his/her title to the property; and (d) takes such action as lender may reasonably require to assure that the lien of this Security Instrument, lenders' rights in the property and Borrower's reasonable rights to repossess the property are not impaired, including payment of reasonable attorney's fees.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered to Borrower within which Borrower must pay all sums secured by this Security instrument without further notice or demand. Lender may invoke any remedy permitted by this instrument.

16. Borrower's Copy. Borrower shall be given one countermarked 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) to another  
person without Lender's prior written consent, Borrower is liable for 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.

**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 of 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing 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 of any other Borrower designees 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 Borrower designates, by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower at the address when given as provided in this paragraph.

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 in one or more steps specified in the second paragraph of

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 it is retroactive 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 limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to him; and (c) any sums already collected from Borrower which exceed permitted limits will be retained by Lender to pay any deficiency in the amount of the original principal balance of the Note.

13. Lender's Rights. If nonacment of application of applicable laws has the effect of partial prepayment without any prepayment charge under the Note, the reduction of the principal balance of the Note or by making a direct payment 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 is made, the reduction of the principal balance of the Note will be reflected in the principal balance of the Note.

11. Successors and Assigees; Liability; Joint and Several Liabilities; Co-signers. The covenants and agreements of this Security Interest shall bind and obligate 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 Interest shall be liable to the terms of this Agreement.

to the sums ; and 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  
postpone the due date of either of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.  
10. Borrower Not Released; Forfeiture By Lender Not A Waiver. Extension of the time for payment  
of the due date of either of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments,  
10. Borrower Not Released; Forfeiture By Lender Not A Waiver. Extension of the time for payment  
of the due date of either of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments,  
modification of any provision of this sum secured by this Security instrument by Lender to any successor in  
interests of Borrower ; shall not operate to release the liability of the original Borrower or Borrower's successors in  
interests of Borrower ; shall not operate to release the liability of the original Borrower or Borrower's successors in  
interests of Borrower ; shall not be required to contribute to the sums secured by this Security instrument by Lender in  
any amount or otherwise modify the amounts secured by this Security instrument by Lender to any demand made  
by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in respect of any remedy

If the Borrower is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to paid to Borrower.

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 there are any excess paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the fair market value of the part taken.

**H.** Lender shall pay the premium required to maintain the insurance as a condition to the making of this security, and thereby Borrows shall indemnify Lender for any part of the Premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's written agreement or applicable law.