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COOK COUNTY, ILLINOIS

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86522559

MORTGAGE

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13 00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 29TH
19 86 . The mortgagor is TOD A. COOPER AND JANICE L. COOPER, HIS WIFE -----
----- ("Borrower"). This Security Instrument is given to FLEET
MORTGAGE CORP., -----, which is organized and existing
under the laws of THE STATE OF RHODE ISLAND -----, and whose address is MILWAUKEE, WISCONSIN ----- ("Lender").
Borrower owes Lender the principal sum of THIRTY NINE THOUSAND FIVE HUNDRED AND 00/100-----
----- Dollars (U.S. \$ 39,500.00-----). 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, 2016-----. 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 358 IN 7TH ADDITION TO GLENWOOD GARDENS, BEING A SUBDIVISION OF PART OF THE
SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 15 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO. 32-03-414-014

86522559

which has the address of

317 MULBERRY DR.

GLENWOOD

(City)

Illinois 60425
(Zip Code)

("Property Address");

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 seized 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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BOX 327

Given under my hand and official seal, this 29 day of October, 1974
and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that the
subscribed to the foregoing instrument, appears before me this day in person, and acknowledged that
the same person(s) who signed the same(s) ARE
do hereby certify that TOD A. COOPER AND JANICE L. COOPER, HIS WIFE
a Notary Public in and for said county and state,
Signed and delivered the said instrument as THEIR
free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, before me this day in person, and acknowledged that the
same person(s) who signed the same(s) ARE
My Commission Expires 9/19/90
PAM SCHMAL
OFFICIAL SEAL

This instrument was prepared by:

Notary Public

MY COMMISSION EXPIRES 9/19/90

NOTARY PUBLIC, STATE OF ILLINOIS

ALAN R. KURTINER

DOCUMENT PREPARED BY

ALAN R. KURTINER

NOTARY PUBLIC

ILLINOIS

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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 Broad; 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 an 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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the date of disbursement in the Note and shall be payable, with interest, upon notice from Lender to Borrower Security Instruments. Unless Holder and Lender agree to other terms of payment, the Note shall become additional debt of Borrower secured by this instrument.

Any amounts disbursed by Lender under this paragraph 7 shall bear interest at the rate of disbursement until the date of payment.

Lender may take action under this paragraph 7, Lender does not have to do so.

In the Property, Lender's actions may include paying any sums secured by a lien which has priority over this property over Lender's rights in the instrument, which Lender may do as a proceeding in bankruptcy, probate, for condemnation or to enforce laws of Lender's rights in the Property (such as a garnishee proceeding), or there is a legal proceeding against Lender's rights to recover amounts contained in this Security Instrument, or the Property that may subsequently affect Lender's rights in the instrument, or the Property.

7. Provisions of Lender's Rights in the Property: Provisions of the Property shall not merge in writing.

Borrower shall comply with the provisions of the Note, and if Borrower acquires title to the Property, the change of the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

6. Preparation and Maintenance of Property Leasehold. Borrower shall not damage or subdivide

any amount immediately prior to the acquisition of the Property.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal, damage or subdivide

from damage to the Property prior to the acquisition of the instrument, which occurs by this Security

under paragraph 19 the Property is acquired by Lender, Lender may sue the instrument to repair or restore

when the notice is given.

Unless Lender and Borrower otherwise agree in writing, insurance premiums shall paid per day beginning

all receipts of paid premiums and renewals shall be accepted to Lender, in the event of loss, Borrower shall give prompt notice to the insurance carrier.

Lender shall have the right to hold the policies and renewals, if Lender, and any other hazards for which Lender

All insurance policies and renewals shall include a standard mortgage clause.

3. Hazard Insurance. Borrower shall keep the instrument of loss if not made promptly by Borrower.

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

Measurements of the instrument of loss, Borrower shall subject to the action of more or less than a day

of the giving of notice.

4. Charges: Lien. Borrower shall pay this instrument of loss, Borrower shall promptly furnish to Lender

to be paid under this paragraph 19 the instrument of loss, Borrower shall promptly furnish to Lender

pay them on time directly to the person owed payment, Borrower shall pay all notices of amounts

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

prevent the collection of any part of the Property, or (c) secures from the holder of the lien an

agreement that the instrument of loss, in a manner acceptable to Lender, (d) contains in good

agreements concerning the payment of the obligation, (e) contains in a manner acceptable to Lender; (f)

paraphrase 1 and 2 of all b) applied, unless applicable law provides otherwise, all payments received by Lender under the

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

Upon 1 payment to Lender, if Lender is sold or otherwise makes these payments to Lender, any funds held by Lender at the time of

any funds held by Lender, if Lender is not required to pay the instrument to Lender, Lender shall promptly refund to Borrower

amounts necessary to make funds held by Lender is not sufficient to pay the instrument to Lender, Lender shall

any amount of the funds held by Lender is not required to Borrower or credited to Borrower on monthly payments of funds, if the

due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

If this amount of the funds held by Lender, together with the future monthly payments of funds payable prior to

this Security Instrument.

The funds shall be held in an institution the debits to the funds was made. The funds are pledged as additional security for the sums secured by

the purpose to Borrower, without charge, an annual accounting of the funds showing credits and debits to the funds and the

shall give to Borrower, any interest or earnings on the funds, Lender shall be required to pay the funds and the

requires interest to be paid, Lender shall be required to pay the funds and the

Lender may agree in writing that interest shall be paid on the funds, Lender an escrow item is made or applicable law

Lender may not charge for holding and applying the funds, analyzing the escrow item is made such a charge. Borrower and

Lender may not charge for holding and applying the funds, analyzing the escrow item is made such a charge. Borrower and

late agency (including Lender is such an institution the debits to the escrow items, Lender shall apply the funds to pay the escrow items,

late fees shall be held in a federal or state escrow items.

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

the principal of principal payments by the Lender, to the Note and any late charges due under the Note.

1. Payment of Covenants. Borrower and Lender covenant and agree as follows: