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COOK COUNTY, ILLINOIS  
SECURITY INSTRUMENT

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## MORTGAGE

November 17

1986 THIS MORTGAGE ("Security Instrument") is made and delivered by MICHAEL B. DAVIDSON AND BONNIE H. DAVIDSON, HIS WIFE ("Borrower"). This Security Instrument is given to GREAT FINANCIAL FEDERAL ("Lender"), which is organized and existing under the laws of United States of America, and whose address is 1100 WALNUT Street, P.O. Box 989, Owensboro, KY 42302-0989 ("Lender"). Borrower owes Lender the principal sum of Sixty Thousand and No/100 Dollars (U.S. \$60,000.00). 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 DECEMBER 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 34 in Block 2 in Oliver Salinger and Company's McCormick Boulevard Addition to Rogers Park, a subdivision of part of the North West Quarter of the South West Quarter of Section 25, Township 41 North, Range 13, East of the Third Principal Meridian, except that part taken or used for Howard Street, in Cook County, Illinois.

(ENCL) 10-25-305-034

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which has the address of 3012 West Birchwood Avenue, Chicago, Illinois 60645 ("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 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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My Committal expires: 3-2-87

The foregoing instrument was acknowledged before me this 11-17-86  
by Michael B. Davidson and Bonnie H. Davidson, his wife (date)  
(Person(s) Acknowledging)

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**SIMONTE H. DAVIDSON**  
**MICHAEL S. DAVIDSON**

**BY SIGNING BELOW, YOU ARE AGREEING TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDEER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.**

23. RW<sub>2</sub> to the 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 the coverments and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

2-4 Family Rider  
 Condominium Rider  
 Adjustable Plus Rider  
 Graduated Payments Rider  
 Planned Unit Development Rider  
 Other(s) [Specify] \_\_\_\_\_

**22. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

In the event of default with respect to Borrower, Borrower shall pay any recording costs.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

**24. Recourse.** Lender shall have all the rights and remedies available to him by law or in equity, including, but not limited to, recovery of bonds and reasonable attorney's fees, and then to the same secured by this Security Instrument.

**25. Waiver of Possession.** Upon payment of rents, interest, and other amounts due hereunder, the receiver shall be entitled to possession of the Property and collection of rents, interest, and other amounts due hereunder, but shall not be entitled to payment of the costs of managing the Property, including the expenses of advertising, publication, removal, storage, and removal of personal property, and collection of rents due. Any rents collected by the receiver shall be applied first to payment of the costs of managing the Property, including the expenses of advertising, publication, removal, storage, and removal of personal property, and then to the payment of the principal amount of the Note, interest thereon, and other amounts due hereunder.

19. Acceleration; Remedies. Under 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 17 unless a applicable law provides otherwise); (a) the action required to cure the delinquency; (b) the date delinquency (c) the notice shall specify; (d) that failure to cure the delinquency is given on or before the date specified in the notice may result in acceleration of the summs accrued by this Security Instrument and notice of the property. The notice shall further inform Borrower of the right to reinstate after acceleration by judicial proceeding and further extend the period of acceleration to collect all expenses incurred in pursuing this remedy by judicial proceeding.

**NON-UNIFORM GOVERNANTS DISTRIBUTE AND LEARN UNDER FURTHER GOVERNMENTAL AND HIGHER LAWS FOLLOWING**

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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 owed 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 Remedies. 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 remittances), before notice of the Property pursuant to any power contained in this Security instrument; or (b) entry of a judgment entitling this Security instrument. Those conditions are that Borrower pays all expenses of any other claimant of any other instrument and the Note had no acceleration accrued; (c) pays all expenses of any other claimant of any other instrument and the Note had no acceleration accrued; (d) causes any default of any other claimant of any other instrument and the Note had no acceleration accrued; (e) enters into a judgment entitling this Security instrument to any power of sale contained in this Security instrument; or (f) fails to pay the sum due under this Security instrument. These conditions are that Borrower pays all expenses of any other claimant of any other instrument and the Note had no acceleration accrued; (g) fails to pay the sum due under this Security instrument; or (h) fails to pay the sum due under this Security instrument to any other claimant of any other instrument and the Note had no acceleration accrued.

If Lennder exercises this option, Lennder 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 or otherwise given to Borrower to pay all sums secured by this Security Interest in full. If Borrower fails to pay such sums prior to the expiration of this period, Lennder may invoke any remedy permitted by the Security Interest without further notice or demand on Borrower.

17. Transfer of the Proprietary or a Beneficial Interest in Borrower. Borrower shall not assign or transfer any portion of this Security Instrument, except by written consent of Lender.

15. **Covering Law; Separability.** This Security Instrument shall be governed by California law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is held to be given effect without the countervailing provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Noteees. 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 selected 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 when given as provided in this paragraph.

partia payment without any prepayment charge under this Note. If enacting any or application of applicable laws has the effect of rendering any provision of the Note or this Note void, illegal, or unenforceable, such provision shall be reinterpreted by the parties to this Note in accordance with the intent of the parties and may invoke any remedies permitted by law.

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 interests of other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced to the permitted limit; and (b) the Borrower will be relieved of all liability under this instrument to pay more than the amount necessary to reduce the charge to the permitted limit.

11. **Successorship and Severability; Co-Defenses.** The agreements of this Security Instrument shall bind and benefit all joint and several debtors, joint and several creditors, and successors and assigns of Lenders and Borrower, subject to the provisions of this Security Instrument shall be joined and severable; Any Borrower who co-signs this Security Instrument shall be liable to the Lender and the other Borrower and may agree to pay the amounts accrued by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to pay the amounts accrued by this Security Instrument if the terms of this Security Instrument or the Note without regard to the terms of this Security Instrument.

shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower, its successors in interest. Any proceeding by Lender in exercising any right or remedy

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor orders to make an award or settles a claim for damages, Borrower fails to collect and apply the proceeds, at its option, either to restore or repair or to the amounts required by Lender to repair or restore the property or to the lender's use.

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 them 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 sum secured by this Security instrument shall be reduced by the amounts of the proceeds immediately before the taking. Any balance shall be paid to Borrower.

Borrower shall pay the premiums required to maintain the insurance required to protect the Lender's security interest in the collateral or marking the loan received by him at the time of the original transaction.