

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED NOV 26 1986

1986 NOV 26 PM 1:08

86564585

86564585

14 00

(Space Above This Line For Recording Data)

LOAN NO. 011756136

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 14, 1986**. The mortgagor is **GERALD M MC NAMARA AND MICHAELINE C MC NAMARA, HIS WIFE** ("Borrower"). This Security Instrument is given to **ST. PAUL FEDERAL BANK FOR SAVINGS**, which is organized and existing under the laws of the United States of America, and whose address is **6700 W. North Avenue, Chicago, Illinois 60635** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED THIRTY THREE THOUSAND, TWO HUNDRED AND NO /100----- Dollars (U.S. 133,200.00)**. 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 37 IN PRUEMBRIG AND COMPANY'S 6TH ADDITION TO PALOS  
WESTGATE VILLI SUBDIVISION OF PART OF THE WEST 1/2 OF THE  
NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS  
PIN #24-31-209-007-0000

A-F-O

FJ.

86564585

which has the address of  
("Property Address");

6728 GOLFVIEW LN PALOS HEIGHTS IL 60463

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.

# UNOFFICIAL COPY

011756136  
MC NAMARA (GRANADA) M  
WICHLER, LUCILLE A.

MARY LOU DEE  
ST. PAUL FEDERAL BANK  
FOR SAVINGS  
6700 W. NORTH AVE.  
CHICAGO, IL 60635

This instrument prepared by:

2nd  
10:40 AM  
10/24/87

(88)

My commission expires: 1/24/87

Given under my hand and official seal, this 19TH day of NOVEMBER 1986

at forth.

signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
personally known to me to be the same person(s) whose name(s) ARE

WIFE

do hereby certify that GERALD M. MCNAMARA AND MICHAELNE MCNAMARA, HIS  
LUCILLE A. ZUNICA, ■ Notary Public in and for said county and state,  
County of

State of Illinois, COOK

MICHAELNE C. MCNAMARA - Borrower  
(Signature)

GERALD M. MCNAMARA - Borrower  
(Signature)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security  
Instrument and in any rider(s) attached by Borrower and recorded with it.

22. Waiver of Homeless. Borrower waives all right of homestead exemption in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recording costs.  
21. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security  
Instrument. (Check applicable box(es))  
 Adjustable Rider       Graduate Rider       Condominium Rider       Plainfield Unit Development Rider       24 Family Rider  
 Other(s) (Specify)  LAN RIDE

Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.  
date specified in any other deferral of Borrower to accelerate payment in full of all sums accrued by this Security  
Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the non-existence  
Security Instrument, foreclosed by judicial proceeding and note of the Property. The notice shall accrue by the  
failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this  
date, not less than 30 days from the notice to Borrower, by which time default must be cured; and (d) that  
applicable law provides shall specify: (a) the deferral; (b) the action required to cure the default; (c) a  
defendant of any agreement or instrument to Borrower prior to acceleration following Borrower's breach  
of any provision of any agreement or instrument to Borrower under Paragraph 13 and 17 unless  
any acceleration provision shall give notice to Borrower prior to acceleration following Borrower's breach  
19. Acceleration: Lender shall give notice to Borrower prior to acceleration following Borrower's breach  
of any provision of any agreement or instrument to Borrower prior to acceleration following Borrower's breach  
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

# UNOFFICIAL COPY

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

**1. Payment of Principal and Interest; Prepayment and Late Payments.** 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 amounts payable under paragraph 2; second, 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.

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.

85564581

**UNOFFICIAL COPY**

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement 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 rescission) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower occupies all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) causes any default of any other covariance of agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to attorney's fees; and (d) takes such action as lender may reasonably require to assure that the lien of this Security Instrument is not breached.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notices shall provide a period of no less than 30 days from the date of this Securitization instrument to pay all sums accrued by Lender under this Securitization instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Securitization instrument without further notice or demand on Borrower.

This Security Instrument, whenever this option shall not be exercised by Lender or exercise is prohibited by federal law

16. Borrower's Copy. Borrower shall be given one countermarked copy of this 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 accrued

Note which conflict is applicable law, such conflicts shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To the extent the provisions of this Note and the Note are declared to be severable.

PROPERTY ADDRESSES OR ANY OTHER ADDRESSES BORROWER DESIGNATES BY NOTICE TO LENDER. ANY NOTICE TO LENDER SHALL BE GIVEN BY FAX OR E-MAIL TO LENDER'S ADDRESS, ADDRESSES, OR ANY OTHER ADDRESSES BORROWER DESIGNATES BY NOTICE TO LENDER. ANY NOTICE TO LENDER SHALL BE PROVIDED FOR IN THIS SECURITY INSTRUMENT AS IF IT WERE A SEPARATELY EXECUTED DOCUMENT, WHICH IS PART OF THIS SECURITY INSTRUMENT.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by flat class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower at the address set forth in paragraph 17.

parallel prepayments without any prepayment charge under the Note or any other obligation under the Note, provided that such prepayments do not exceed the amount of principal outstanding at the time of such prepayment.

11. The Property is abandoned by Borrower, or 11, after notice by Seller to Borrower that the condominium 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, whether to repossess or replace it with a new item.

Liaibilities, 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 sum secured by the Security interest shall be reduced by the amount of the proceeds divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

# UNOFFICIAL COPY

LOAN RIDER 5 6 4 5 3 5

LOAN NO.

DATE

011756136

NOVEMBER 14, 1986

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

6728 COLEVIEW LN, PALOS HEIGHTS IL 60463

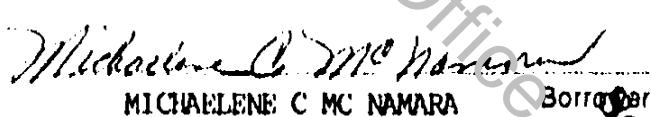
(PROPERTY ADDRESS)

1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.

2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

  
Gerald M. McNamara  
Borrower

  
MICHAELENE C MC NAMARA  
Borrower