

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY  
BETH MEYERHOLZ  
THE PROVIDENT FINANCIAL  
400 W. LAKE STREET  
ROSELLE, IL 60172

DEPT-01  
740002 12/15/86 10:39:00  
#5215 86-599650  
COOK COUNTY RECORDER

86599650



RIA/LK

[Space Above This Line For Recording Data] —

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 11,  
1986. The mortgagor is EARL S. INGRAM AND RACHEL M. INGRAM, HIS WIFE,  
("Borrower"). This Security Instrument is given to THE PROVIDENT  
FINANCIAL SERVICES, INC., which is organized and existing  
under the laws of THE STATE OF ILLINOIS, and whose address is 1210 WASHINGTON  
STREET, WEST NEWTOWN, MA 02165 ("Lender").  
Borrower owes Lender the principal sum of ONE HUNDRED TWO THOUSAND FIVE HUNDRED AND NO/100  
Dollars (U.S. \$.102,500.00). 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 JANUARY 1, 2017. 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 6 IN CAMELOT PARK ESTATES, UNIT 1, BEING A SUBDIVISION  
IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 17, TOWNSHIP 42 NORTH, RANGE  
11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

TAX #03-17-214-022 VOL. 232

B GO  
101

86599650

-86-599650

which has the address of 1210 WAVERLY PLACE, ARLINGTON HEIGHTS,  
(Street) [City]  
Illinois 60004 ("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.

# UNOFFICIAL COPY

۱۸۰۷

My Commission Expires: 6-14-87  
Name \_\_\_\_\_ Notary Public  
(Seal)

Witness my hand and official seal this ..... day of ..... 1986  
*(Signature)*

...as Natare Public in and for said County and State, do hereby certify that  
before me and is (are) known or proved to me to be the persons(s) who, being informed of the contents of the foregoing instrument,  
have executed same, and acknowledge said instrument to be ..... free and voluntary act and deed and that  
(this, here, there)

COUNTY OF LAKE .....  
STATE OF ILLINOIS .....

*Rachel M. Ingram* \_\_\_\_\_ (Space Below This Line for Acknowledgment)  
RACHEL M. INGRAM, HIS WIFE  
—Borrower  
.....(Seal)

Instrument and in any order(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Purchaser accepts to the terms and conditions contained in this Security Agreement and in the Addendum thereto.

- 2-4 Family Rider  
 Condominium Rider  
 Adjustable Rate Rider  
 Premium (Condominium Rider)  
 Other(s) [Specify]

23. Parties to this Security Instrument, if one or more riders are executed by Borrower and recorded together with such Security Instrument, shall be incorporated into and shall amend and supplement this instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument as if the rider(s) were a part of this Security Instrument.

21. Releasees bonds and responsible attorney fees, and then to the sum secured by this Security instrument.

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

Secured by this Security Instrument, foreclosing and sale of the property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-  
recovery of any other deficiency. Lender or its attorney may repossess or foreclose if the default is not cured or  
otherwise specified in the notice. Lender or its attorney may foreclose this Security Interest in full if all sums secured by  
this Security Instrument without demand and may foreclose this Security Interest in full if this paragraph 19, including  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this judicial proceeding.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant as follows:

**NON-UNIFORM COVENANTS.** Bottroffer and Lemder further covenant and agree as follows:

36599650

# UNOFFICIAL COPY

36599650

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 Bound; 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 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 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.

# UNOFFICIAL COPY

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.

7. Protection of Lennder's Rights in the Property: Mortgagor instruments contained in this Security Instrument, or there is a legal proceeding that may significantly affect covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect the insurance coverage. If Borrower fails to perform the covenant or obligation under this Security Instrument, Mortgagor may take action under this paragraph 7, Lennder does not have to do so.

6. Preservation and Maintenance of Property; Lesseholds. Borrower shall not destroy, damage or sublease any property held by Lessor or his lessees or sublessees, unless Lender agrees to the merger in writing.

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 under paragraph 1 unless 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 instrument; immediately prior to the acquisition.

the right opportunity to do this savings scenario by this security instrument, whenever it has been used, the 30-day period will begin when the notice is given.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moritgage clause. Lender shall have the right to hold the policies and renewals. If Lender receives notices, if Borrower fails to receive prompt notice to the insurance all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give to Lender

**5. Hazard Insurance.** Borrower shall keep the in-force documents now existing or hereafter executed on the Property insured against loss from hazards included within the term "extended coverage," and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount, subject to Lender's approval, which shall not be unreasonably withheld.

Borrower shall promptly disclose 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 good notice indefinitely to Lender or take one or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall pay these sums in the manner provided in paragraph 2, or in full if the amount so paid under this paragraph, or Borrower makes these payments directly, Borrower shall furnish to Lender receipts evidencing the payments.

in such instruments as a credit, a grant, or the sale of the Property by Lender, any Funds held by Lender at the time of such instrumentality prior to the date of its acquisition by Lender, shall be part of the sum secured by this Security Instrument.

If the due date of one of the **secrecrys** items, shall exceed the amount required to pay the **secrecrys** items, then the trustee may require payment of such item, and the trustee may deduct the amount paid from the principal balance of the note.

Debts, wages, salaries and other charges which may become due and payable by the Fund during the period of its existence shall be paid out of the funds, otherwise as provided in the Constitution.

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 premiums 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.

1. Payment of Principal and Interest; Payment of Late Charges.  
2. Funds for Taxes and Insurance; Subject to applicable law or to a written waiver by Lender, Borrower shall pay the principal and interest on the debt evidenced by the Note and any prepayment and late charges due when due.

UNIFORM COVENANTS, BOTTWER and Lennder CONVENTION and AGREEMENTS FOLLOW: