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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 DEC 22 AM 10:14

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MORTGAGE

095833140
210196

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 18
1986 The mortgagor is FRANK W. BURNETTE AND DONNA J. BURNETTE, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to UNITED SAVINGS OF AMERICA

which is organized and existing under the laws of THE STATE OF ILLINOIS
4730 WEST 79TH STREET
CHICAGO, ILLINOIS 60652
and whose address is

Borrower owes Lender the principal sum of
FORTY THOUSAND AND NO/100
("Lender").

Dollars (U.S. \$ 40,000.00). 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 JANUARY 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 4 IN COLONADES, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF
THE SOUTH EAST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

27-13-406-046

G-1-B-0 70.
which has the address of 7420 WEST 157TH STREET
[Street]

ORLAND PARK
[City]

Illinois 60462 ("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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BOX 888-CB

STREAMWOOD, IL 60103

UNITED STATES OF AMERICA

RECORD AND RETURN TO:

STREMMWOOD, IL 60103

PREPARED BY:

SOMIA TROP
My Commission expires: 3/10/87

Given under my hand and official seal, this

day of December 1986

set 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 THE Y

, personally known to me to be the same person(s) whose name(s) ARE

do hereby certify that FRANK W. BURNETTE AND DONNA J. BURNETTE, HIS HAN AND WIFE

, a Notary Public in and for said county and state,

(County ss):

STATE OF ILLINOIS,

I, *Frank W. Burnette*
for undesignated
Cook

(Space Below This Line For Acknowledgment)

(Seal)
-Borrower

(Seal)
-Borrower

DONNA J. BURNETTE/HIS WIFE
(Seal)
Donna J. Burnette

FRANK W. BURNETTE
(Seal)
Frank W. Burnette

Instrument and in any rider(s) executed by Borrower and recorded with it, are executed with it, and agreements contained in this Security

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security

Other(s) [Specify] _____

Graduated Payment Rider

Planned Unit Development Rider

Adjustable Rate Rider

Contingent Rider

2-4 Family Rider

Instrument, the co-signants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security instrument, the co-signants and agreements of each such rider shall be incorporated into and shall amend and

23. Rider to this Security Instrument, if one or more riders are executed by Borrower and recorded together with

22. Waiver of Homeestead. 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 secured by this Security Instrument, Lender shall release this Security instrument, the co-signants and reasonable attorney fees, and then to the sums secured by this Security instrument.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and by judgment prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judge) shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney fees and costs of the enforcement.

19. Acceleration. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney fees and costs of the enforcement.

18. Breach of this Security Instrument, Lender may require immediate payment in full of all sums secured by this Security instrument without notice, Lender demands and may foreclose its option to assert in the notice of default or a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security instrument.

17. Default by this Security Instrument, Lender may require immediate payment in full of all sums secured by this Security instrument, Lender demands and may foreclose its option to assert in the notice of default or a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security instrument.

16. Default by this Security Instrument, Lender may require immediate payment in full of all sums secured by this Security instrument, Lender demands and may foreclose its option to assert in the notice of default or a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security instrument.

15. Acceleration or Breach of this Security Instrument, Lender shall give notice to Borrower to accelerate following Borrower's

breach of any provision of this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless application of law provides otherwise). The notice shall specify: (a) the date before which the default must be cured; and (d) that failure to cure the default by the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosing by judicial proceeding 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 notice of default or a default or any other default of Borrower to accelerate and foreclose. If the notice does not cure the default by this Security instrument, Lender may require immediate payment in full of all sums secured by this Security instrument.

14. Acceleration or Breach of this Security Instrument, Lender shall give notice to Borrower to accelerate following Borrower's

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

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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 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.

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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), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, in his Security Instruments, or there is a 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, if posted prior to the date of payment 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 instrument immediately prior to the acquisition.

Borrower shall prominently disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations, incurred by the lien in a manner acceptable to Lender; or (b) consents in good faith the lien by, or defends against enforcement of the obligation, incurred by the lien in a manner acceptable to Lender; or (c) consents in the enforcement of the lien of forfeiture of, any part of the Property; or (d) secures from the holder of the lien an agreement to subordinate the lien to Lender's interest in this Security Instrument. If Lender determines that any action of the Borrower is detrimental to Lender's interest in 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 below within 10 days of the giving of notice.

If 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 of more payments as required.

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. **Acceleration of Payments.** Unless otherwise provided, all payments received by Lender under the paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayments charged due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Lenses.** 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 of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall furnish to Lender receipts evidencing the payments.

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 who made these payments directly, Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph.

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 one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments of ground rents on the Property; (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 in which are insured or guaranteed by a federal state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless 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 is made subject a charge. Borrower and Lender give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by Lender. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender may require payment of any interest or earnings on the Funds by Borrower at any time.