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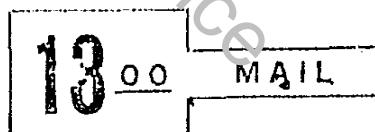
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 11, 1986. The mortgagor is Bobbie A. Roberts, spouse of Frances M. Roberts, and Frances M. Roberts, spouse of Bobbie A. Roberts ("Borrower"). This Security Instrument is given to Central Federal Savings and Loan Association, which is organized and existing under the laws of The United States of America and whose address is 5953 W. Cermak Rd., Cicero, IL 60610 ("Lender"). Borrower owes Lender the principal sum of Thirty Six Thousand Five Hundred and no/100 Dollars (U.S. \$36,500.00). 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 April 30, 2001. 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 2 (except the North 4 feet) and the North 11 feet of Lot 3 in the Subdivision of Block 59 in the Subdivision of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian, (except the South 300 acres thereof) in Cook County, Illinois.

P.T.N. 16-19-226-018 Vol. 2

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which has the address of 1504 S. Clarence Ave., Berwyn, IL 60402 ("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 Commission expires: September 3, 1989

Given under my hand and official seal, this 11th day of April, 1986.

scit fortis.

signed and delivered, the said instrument as **charter**, free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instruments, appeared before me this day in person, and acknowledged that he

.....pedagogical subsocial groups known to me to be the same persons) whose names(s)

¹ See also the discussion of the relationship between the two concepts in the section on *reclassification*.

..... a Notary Public's seal for said county and state.

STATE OF ILLINOIS..... BOSTON..... County ss:

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EDWARD B. ZETEK ATTORNEY
Attofemey at Law - **Central Federal Savings & Loan**
5953 W. Germank Rd.
Chicago, Ill. 60650

EDWARD B. ZETEK ATTORNEY

This document prepared by:

[Space Below This Line For Acknowledgment]

Robert A. Robbets
Robbets A. Robert
.....(Scale)(Border)(Scales)
James M. Robbets
Robbets James M.
.....(Scale)(Border)(Scales)

BY SIGNING BELOW, BURROWER AGREES TO THE TERMS AND AGREEMENTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDEER(S) EXECUTED BY BURROWER AND RECORDED WITH IT.

This document contains recommendations and requirements of this Security Instrument as if the other(s) were a part of this Security Instrument. Check applicable boxes.]

22. Waiver of Homestead, Borrower waives all right of homestead except in the Property.
23. Right to this Security Instrument. If one or more debtors are executed by Borrower and recorded together with

21. Releasee, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

costs of managing such a portfolio by the trustee, including, but not limited to, fees, expenses, costs of administration, and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

The Property including those past due. Any rents collected by the Proprietor and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of rents, included in the Proprietor and collection of rents, included in the Proprietor's fees, premiums on

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judge) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of appromised receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of

built not limited to, reasonable attorney's fees and costs of title evidence.

This security instrument terminates without interest and costs of service being charged.

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by such Security interest without further demand and may foreclose this Security instrument by judicial proceeding.

Inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date set forth in the notice of default, the Lender may proceed with the foreclosure.

and (d) that failure to cure the default on or before 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

unless specifically provided otherwise). The notice shall specify: (a) the debtors; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the debtors must be cured unless otherwise specified.

19. Acceptance: This Agreement shall become effective when the parties have signed it and delivered it to the other party.

NON-UNIFORM COVENANTS. Borrower and Lender further agree to the following covenants:

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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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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 at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Lenders often may take collection action in court, paying legal expenses and attorney fees to do so.

7. Protection of Lender's Rights in the Property; Mortgagor fails to perform the covenants and obligations 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 (including sums secured by a lien which has priority over this Security interest). Lender's actions may be limited by law.

Borrower shall not merge unless Lender agrees to the merger, and if Borrower acquires fee title to common assets, this security interest continues as on a lesseehold and fee title shall not merge unless Lender agrees to the merger, and if Borrower acquires fee title to the Property, the lesseehold and fee title shall not merge unless Lender agrees to the merger.

Institutional Immediacy prior to the acquisition.

Unless Lenten or otherwise agree in writing, any application of proceeds to principal shall not exceed or damage to the Property prior to the acquisition shall pass to Lenten to the extent of the sums secured by this Security interest.

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 this Security Instrument, whichever of the two is given.

Under 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 not lessened, the insurance company may apply the same to the repair of the property which was not damaged, provided that the amount so applied does not exceed the amount of the insurance.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause.
Underseasonability warranty.

4. Charges, Lenses, Borrowser shall pay all taxes, assessments, charges, fees and impositions attributable to the property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrowser shall pay these amounts provided in paragraph 2, or if not paid in that manner, Borrowser shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

3. **Applications**: Unless otherwise specified, all charges due under this Note will be payable in advance, to preparements received by Lender under the Note; third, to amounts paid by Lender under Paragraph 2; fourth, to interest due under the Note; second, to principal due.

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 in the time of application as a credit against the sums secured by this Security Instrument.

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 prepaid 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 when due, Borrower shall pay to Lender the amount necessary to make up the deficiency in all sums secured by this Security instrument, Lender shall promulgate Borrower's right to do so.

This Security Instrument, if the holder of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due date of the amount advanced by Lender, together with the amount received by Lender from the Funds, shall be

Lenders may agree in writing that interest shall be paid on the Funds. Unless an agreement is made at application, regular interest shall be paid to Borrower, without charge, an annual accounting of the Funds showing annual debits to the Funds and the sums secured by the Funds was made. The Funds are pledged as additional security for the sums secured by the Funds and the purpose for which such debt is to the Funds.

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this security instrument; (b) yearly leasehold payments of ground rents if any; (c) yearly hazard insurance premiums; and (d) yearly premiums of 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.

2. **Funds for Taxes and Insurance.** Subjacent to applicable law or a written contract, Borrower shall pay the principal amount and interest accrued on the debt due under the Note until the Note is paid in full, a sum ("Funds") equal to