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MORTGAGE

MAY 16
19.82 THIS MORTGAGE ("Security Instrument") is given on **MAY 16**,
19.82. The mortgagor is JANET L. PAUSS, DIVORCED AND NOT SINCE REMARRIED.....
("Borrower"). This Security Instrument is given to
CALUMET SECURITIES CORPORATION..... which is organized and existing
under the laws of the State of Indiana....., and whose address is ... P. O. Box 208,
Schererville, Indiana 46375..... ("Lender").
Borrower owes Lender the principal sum of THIRTY ONE THOUSAND TWO HUNDRED AND NO/100.....
Dollars (U.S. \$ 31,200.00.....). 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 June 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:

Unit No. 103 as delineated on the survey of the following described parcel
of real estate (hereinafter referred to as "Development Parcel"):

The South 153.50 feet of the West 83.25 feet of the East 306.25 feet (excepting
that part thereof dedicated for streets by Document No. 22,227,938 recorded
February 22, 1973 in Cook County, Illinois, of the following described parcels:
The East 1/2 of the South-East 1/4 (except the North 33 feet thereof) of the South-
West 1/4 of the North-West 1/4 of the South-East 1/4 of Section 29, Township 38
North, Range 13, East of the Third Principal Meridian, and the South-West 1/4
(except the North 33 feet thereof) of the South-East 1/4 of the North-West 1/4
of the South-East 1/4 of Section 29, Township 38 North, Range 13, East of the
Third Principal Meridian, which survey is attached as Exhibit "A" to
Declaration of Condominium Ownership, made by FORT CITY BANK, at Trustee under
Trust No. 128, recorded in the Office of Recorded of Cook County, Illinois,
as Document No. 22,509.614

Together with an undivided 8.3333% interest in said Development Parcel (excepting
from said Development Parcel all the property and space comprising all the Units
defined and set forth in said Declaration and Survey).

PIN 19-29-400-045-1003
P.

which has the address of 5846 W. 77th Street
..... (Street) Burbank
Illinois 60451 ("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 327

This instrument was prepared by: R. G. JONES, JR., VICE PRESIDENT OF ALIMENT SECURITIES
CORPORATION, P. O. BOX 208, SCHERRVILLE, IN 46375

My Commutation expires: 10-22-89

Given under my hand and official seal, this 16th day of May, 1986.

personally known to me to be the same person (s) whose name (s) I subsequently disclosed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE signed and delivered the said instrument, as HER free and voluntary act, for the uses and purposes therein set forth.

I, JANE T. L. PAUSS, a Notary Public in and for said county and state, do hereby certify that JANE T. L. PAUSS, DIVORCED AND NOT SINCE REMARRIED

State of Illinois, County SS:

[Space Below This Line For Acknowledgment]

—Borrador

John L. Pauss SINCE REMARRIED
DANET L. PAUSS, DIVORCED AND NOT ^{borrower}.....
(Seal)

BY SIGNING BELOW, Borrower(s) execute(s) this Agreement and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

2-4 Family Rider XX Condormium Rider Adjustable Rate Rider 2-4 Rider
 Planned Unit Development Rider Graduate Family Rider Graduate Rider

This Security Agreement and Agreements of each such trustee shall be incorporated into and made part of this Security instrument.

22. What is the Homeowner's Dorrower's right of homestead exception in the Property? If one of the spouses die, the surviving spouse has the right to the home.

21. Releasee, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

The Property Manager shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Landlord or the receiver shall be applied first to payment of the expenses of managing the Property, and thereafter to the payment of the principal amount of the Note and interest thereon.

20. **Leads in Progression.** Upon acceleration under paragraph 19 or abandonment of the Project and at any time before cancellation, fees and costs of title insurance,

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Interest without further demand and may foreclose this Security Interest in accordance with the procedure specified in the note.

Secured by the Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further provide for the right to remand after acceleration and the right to assert in the foreclosure proceeding the non-

Because of any covariation in the SecuritY Instrument (but not prior to acceleration under paragraphs 13 and 17),

NON-UNIFORM COVARIANTS, BOTTWERC AND LEMMER FURTHER COVARIANCE AND AGREE AS FOLLOWS:

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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 owing 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 his 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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occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

18. Borrower's application for security instrument discontinued at any time prior to the earliest 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 agreement or may meet certain conditions; Borrower shall have the right to have the security instrument discontinued and the obligatations shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration by a party other than the original creditor.

16. **Transfer of the Property or a Right to Copy.** Borrower shall be given one copy of the Note and of this instrument.
17. **Transfer of the Beneficial Interest in Borrower.** It all or any part of the Property or any
instrument, whether it is sold or transferred for its benefit, is sold or transferred and Borrower is not a natural
person, without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums
secured by this Security Instrument. However, this option shall not be exercised by Lender if it is prohibited by
federal law as of the date of this Deed.

15. Governing Law; Severability. This Security Instrument shall be governed by the 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 contrary to public law, such conflict shall not affect other provisions or clauses of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Note which are declared to be severable.

14. Notice. 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 the use of another method. The notice shall be directed to Borrower at his address or any other address Borrower designates by notice to Lender. Any notice given by Lender shall be directed to Borrower at his address set forth in this Security Instrument or at such other address as Borrower may designate in writing to Lender.

13. **Legislation Affecting Lenders' Rights.** If enacting legislation or amending existing laws has the effect of rendering any provision of the Note or this Security Instrument unnecessary, or if any provision of the Note or this Security Instrument conflicts with any provision of any law, such provision shall be deemed to be superseded by the conflict-free provision of such law, and the Note and this Security Instrument shall be construed in accordance with such 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 interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) any sums already collected from Borrower which exceed the limit shall be returned to Borrower. Under my choice to make this reduction by refunding the principal owed under the Note or by making a direct payment to Borrower, I, as a refi and reduces principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note.

11. Successor and Assigns: Joint and Several Liability; Co-Signers. The covenants and agreements of this Security instrument shall bind and succeed to 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, subject to the provisions of paragraph 17, Borrower's heirs, executors, administrators, and devisees, and beneficiaries shall be liable to the terms of this Security instrument in the same manner as Borrower.

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

make an award or settle a claim for damages. Borrower fails to respond to a Letter of Demand within 30 days after the date the notice of default is received by Borrower, then Lender may sue for damages.

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 applied to the sums secured by the Property, or if it, after notice by Lender to Borrower that the condemned offers (as defined in the Deed of Trust) have been accepted, or if the property is abandoned by Borrower, or if the property is sold to a third party, to the extent of the amount so received, to the sums secured by the Property, and the balance shall be paid to Borrower.

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

9. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, for conversion in lieu of condemnation, are hereby reserved and shall be paid to Lender.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance is met.

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CONDOMINIUM RIDER 2

THIS CONDOMINIUM RIDER is made this day of 19....., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CALUMET SECURITIES CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 5846 W. 77th Street, Burbank, Illinois 60451 [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: BURBANK CONDOMINIUMS #3 [Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Janet L. Pauss
JANET L. PAUSS, DIVORCED AND NOT ^{Borrower} SINCE REMARRIED ^(Seal)

^(Seal)
^{Borrower}

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