

# UNOFFICIAL COPY

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CHICAGO, ILLINOIS  
FEDERAL FARM MORTGAGE CORPORATION

1986 JUN -9 AM : 53

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13<sup>00</sup>

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 3, 1986. The mortgagor is Harold Flatt, an unmarried person, R.R. 1 ("Borrower"). This Security Instrument is given to Central Federal Savings & 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 60650 ("Lender"). Borrower owes Lender the principal sum of Twenty-eight thousand and no/100 Dollars (U.S. \$ 28,000.00). 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 June 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 27, Block 6 in Ricker's Addition to Brookfield, a subdivision of that part of the East 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 18-03-214-018 H.W.

which has the address of 4018 Grove Avenue, Brookfield, Illinois 60513. ("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 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.

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My Commission expenses: 6-7-89

Given under my hand and official seal, this.....3rd.....day of.....June....., 1986.

I, Debra A. Sather, a Notary Public in and for said county and state, do hereby certify that Fatold Fjalt, an unmarried person, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as h.s., free and voluntary act, for the uses and purposes therein

STATE OF ILLINOIS.....Coakley.....County ss:

*M* FM-688 XOB

*John G. Thompson*  
This Document Prepared By:  
Attoorney at Law  
Central Federal Savings & Loan  
5955 W. Germak Road  
Chicago, IL 60650

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY  
INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

*THOMAS E. GALT*

THOMAS E. GALT.....  
HAROLD/FLAT.....  
Borrower.....  
(SEAL).....  
Borrower.....  
(SEAL).....  
Borrower.....  
(SEAL).....  
[Space Below This Line For Acknowledgment]

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UNIFORM COVENANTS, Borrower and Lender, for and in Agreements 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 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.

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18. Borrower's Right to Remonstrate. 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) before sale of the Property Pursuant to any Power of Sale combined in this instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (a) pays Lender all expenses incurred in enforcing this Security Instrument; (b) enters into a judgment enforcing this Security Instrument; and (c) pays all other costs and expenses incurred in enforcing this instrument, including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably require to assure the lien of this Security Instrument. Lender's rights in the Property Pursuant to this instrument, including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably require to assure the lien of this Security Instrument.

This Security Instrument shall be deemed to pay all sums secured by this Security Instrument prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Federal law as of the date of this Security Instrument. In the event of a disagreement between the terms of this instrument and the terms of the Note, the Note shall control.

interests in it is sold off to transfer credit (or if a beneficial interest in Borrower is sold off to transact credit) without Lender's prior consent. However, this position shall not be exercised by Lender if its exercise is prohibited by law or regulation, or if it would violate the terms of any agreement between Lender and Borrower.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

Notice of Contingent Costs with Applicable Law, such contingencies shall not affect other provisions of this Security Interest apart from the conflict of laws provision. To this end the provisions of this Security Interest are given effect to the extent possible.

13. **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 of this Security Instrument or the law of the jurisdiction in which the Property is located, is held invalid or unenforceable, such provision shall be severed from the remaining provisions of this Security Instrument and the remaining provisions shall remain in full force and effect.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

rendering any provision of the Note or this Security Instrument unenforceable under any applicable law. Lender has the right to render immediate payment in full of all sums secured by this Security Instrument and may invoke any remedy permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

partial prepayment without any prepayment charge under the Note.

**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 exceeds the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the loan charge to the permitted limits; and (b) any sums already collected from Borrower under the Note or by making a prepayment to Borrower, Lender may choose to make this reduction by reducing the principal owed under the Note or by reducing the principal payment to Borrower. If a reduction is made, the reduction will be reflected as a decrease in the principal balance of the Note.

Today, providers of mobile security instruments will regard to the terms of this Security Instrument or the Note without further notice or comment.

11. Security Instruments shall be held and used for the benefit of the successors and beneficiaries of the testator and his or her spouse, jointly and severally, in accordance with the provisions of paragraph 17. Borrower's covenants not to exceed the term of the security instrument shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable for all obligations of the other Borrower and any other person who signs this Security Instrument shall be liable for his or her own obligations.

shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or by the Lender in respect of any deficiency in the amount of any such payment.

make an award to settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice of damage is received by Lender and Borrower otherwise agrees in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Mortgagors and Lender otherwise agree in writing, the total amount of 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 by this Security Instrument shall be reduced by the amount of the proceeds divided by (b) the first five years of the term of the Mortgage.

9. Condemednation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to [REDACTED]

**8. Inspection.** Landlord or his agent may enter upon the Premises at any time during normal business hours with reasonable notice to inspect the Premises for the purpose of verifying compliance with the terms of this Agreement or applying for renewal.

If I underwrote segregated mortgage insurance as a condition of making the loan secured by this Security Instrument for the Borrower's benefit, I would do so in accordance with Regulation X.