

## INOFFICIAL2GOPY 4

COUR COUNTY, ILLINOIS

This instrument prepared by :

Gilldorn Mortgage Midwest Corp

1986 JUL 14 AM 11: 38

86291774

1501 Woodfield Rd Schaumburg, IL 60195

Susan Koenig

86291774

TI IMIE 217

## MORTGAGE

THIS MORTGAGE ("Security Instrument"  19.86 The mortgagor is RIGHAD J. BAIRICH AD	") is given on John 27,
19 The mortgagor is	
"GILLBORN NO". G. GE MIDWEST CORPORATION	orrower"). This Security Instrument is given to which is organized and existing the work is a security Instrument is given to which is organized and existing the work is a security in the work in the work is a security in the work is a security in the work in the work is a security in the work in the work is a security in the work in the work is a security in the work in the work in the work is a security in the work in the
under the laws of T'S STATE OF DELAWARE	and whose address is 1501 WOODFIELD ROAD 4N,
SCHAUMBURG IG C0195	("Lender")
Borrower owes Lender to principal sum of SIXTY	THOUSAND AND 00/100
Dollars (I)	S. S 60,000.00). This debt is evidenced by Borrower's not
dated the same date as this ic writy Instrument ("No	ote"), which provides for monthly payments, with the full debt, if no 01ST, 2001 This Security Instrumen
secures to Lender: (a) the repay neat of the debt evi	idenced by the Note, with interest, and all renewals, extensions an hinterest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borro	ower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower a rereby mo	ortgage, grant and convey to Lender the following described propert

LOT 40 (EXCEPT THE WEST 17 FEET THEREOF) AND L OF LOT 41 IN BLOCK 1 IN MURRAY'S ADDITION TO JEFFERSON, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

located in

(Zip Code)

which has the address of ..... 4818 WEST STRONG [Street] 60630 ..... ("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.

ILLINOIS Single Family FAMA/FHLMC UNIFORM INSTRUMENT CMTG

LOAN NUMBER: BATRICH

GMM-419 3/86 - 002

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

19. Acceleration; Remedies. Lender breach of any covenant or agreement in this unless applicable law provides otherwise). default; (c) a date; not less than 30 days from and (d) that failure to cure the default on or	Security Instrume The notice shall a	nt (but not prior t specify: (a) the de	o accoloration and faulti (b) the acti	
and (d) that failure to cure the default on or and (d) that failure to cure the default on or secured by this Security Instrument, foreck inform Borrower of the right to reinstate at existence of a default or any other defense before the date specified in the sotice; Lend (this Security Instrument without further default	of Borrower to accier at its option me			The control of the co
Lender shall be entitled to collect alk expense but not limited ip, reasonable attorneys' fees 20. Lender in Possession. Upon acception to the expiration of any period of red appointed receiver) shall be entitled to enter the Property including those past due. Any research	tes incurred in parts and costs of title e deration under par	rideace. agraph 19 or sta		nga anta india ang aminda inganan Manada india ang ang ang ang ang ang ang Manada india ang ang ang ang ang ang ang ang ang an
the Property including those past due Any receiver's management of the Property and oreceiver's bonds and reasonable attorneys' for 21. Release Upon payment of all surface to Borrower	es, and then to the	sums secured by the Security Lastr	nie Security and	
22. Ways of Homestead Borrower 23. Riders to this Security Instrument this Security Instrument, the covenants and supplement the covenants and supplement (Check up. 1.5 le box(es))	waives all right of h at. If one or more r agreements of each	iomestead exemp iders are executed in such rider shall	tion in the Property Sy Borrows see be incorporated to	Almanii an Palans
☐ Adjustable Rare Prider ☐ Graduated Paymer, Rider ☐ Other(s) [specify]	Planned/Unit	ny gotine politina hiji	lider:	Colored Laternalia Colored Laternalia Colored Res 109 September 2017
By: Signing BELOW: Borrov er section in any rider(s) executed by B	epte and agrees for rower and record	to the terms an	o gran abadionalin 30 li Mi mara babasan Mina babasan ang mara	الرواز المنازع
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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 Fun is 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 a ppl d: first, to late charges due under the Note; second, to prepayment charges due under the

Mote; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Bollower 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 owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrov er makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

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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 (cc) red 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 improve news now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extende overage" 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 requirer, Parrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower thall give prompt notice to the insurance

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

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 axes; paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender the tite insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceed, to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 3C-dry period will begin when the notice is given!

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal and the 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.

in the Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had the ease of acceleration under paragraphs 13 or 17.

Security instruments which then would be due under this Security instrument and the Note had no acceleration was the security instrument. Leader's rights in the Property and Borrower's security instrument, Leader's rights in the Property and Borrower's security instrument shall continue undergond by the security instrument shall continue undergond by the security instrument by the security instrument by the security instrument in the security and Borrower's security in the security instrument by the security in the securi The secretary litis option; Lender shall give Borrower notice of acceleration. The notice shall provide a period as a secretarion. The notice shall provide a period as a constant of the source of acceleration. The notice shall provide a period of the secretary from the date; the notice of the expiration of this period. Lender may invoke any and the secured by the Security instrument without further notice or demand on Borrower shall have the right to have a little abover.

If Borrower inserts certain conditions, Borrower shall have the right to have a little abover. The security instrument of shall have the right to have a little abover of selected as a little abover. The security instrument is all have the right to have a security instrument in the security instrument in this security instrument. Those conditions are that Borrower in this security instrument and the Vote had no acceleration and the which there which then would be due under this Security Instrument and the Vote had no acceleration.

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this persent of the Poperty is located. In the event that any provisions of this Security Instrument shall be governed by which is located. In the event that any provision of clause of this Security Instrument of the located with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Note of the Security Instrument and the Note of the Security Instrument of the Note of t

the form in the Security instrument shall be decined to have been given to Borrow . o Lender when given as provided 14. Houses. Any notice to Borrower provided for in this Security 11 st un ent shall be given by delivering it or by a set cleas mail unless applicable law requires use of another metbod. The notice shall be directed to the art, set cleas in a law police to Lender. Any notice to Lender shall be given by the mail to Lender and the state of any other address by notice to Lender shall be borrower. Any notice to Lender's address wasted herein or any other address Lender designates. It is notice to Borrower. Any notice to Lender's address wasted herein or any other address Lender and Borrower. I independent as provided

Train 19 If Lender exercises this option, Lender shall take the steps specified in the second paragraph of ate payment in full of all sums secured by this Security Instrument and may invoke any remedies that proper ment without any prepayment charge under the Notice of a partial properties of a partial properties of the Society of the Most of a partial properties of the Most of the Society Instrument unenture able according to its terms, Lender, at its option, and properties of the Most of the Society of the Most of

ited hasts will be retunded to Borrower. Lender 1 isy / hoose to make this refund by reducing the principal owed the Mote or by making a direct payment to Borrower. It a r fund reduces principal, the reduction will be treated as a The state of the loan second of the loan chartes or other loan charges collected in the maximum loan charges collected or to be collected in the permitted limit; sha (a) any such loan charge shall be reduced by the amount or to reduce the charge to the permitted limit; sha (b) any such loan charge shall be reduced by the amount or to reduce the charge to the permitted limit; sha (c) any sums already collected from Borrower which exceeded to reduce the charge to the permitted limit; sha (c) any sums already collected from Borrower which exceeded the reducing the principal owed the principal of t

make an event of settle a disim for defininger, Borrower lails to respond to Lender to Borrower that the condemnor offers to make an event of settle a disim for defininger, Borrower lails to respond to Lender within 30 days after the fact the notice is an explaining an applying proceeds, at its option, either to restoration or repend of the Property or a settle and applyine proceeds, at its option, either to restoration or repend of the foreign and a settle of the condemnor of such payments.

The fact the settle of the condemne of the sums secured by this Security Instrument granted by Lender, to any successor in interest. Any forestance by Lender, to any successor in interest. Any forestance by Lender, to any successor in interest. Any forestance by Lender, to any demand made the security finite time for payment or security instrument by restored in interest. Any forestance by Lender, to any demand made to be represented to the time for the time for the sums secured by this Security Instrument by restored in the time for the sums secured by this Security Instrument by reason of any demand made to be represented to the proving a security instrument by the successors in interest. Any forestance by Lender, to any demand made to be represented by the successors in interest. Any forestance by Lender, in exercising any right or temedy the successors and assigns of Lender, and Borrower who the proving the successors and assigns of Lender, and Borrower who the proving the successors and assigns of Lender, and Borrower who co-signs this Security instrument, so is not personally bout on been fall be joint and several. Any Borrower may agree to the proving the successors and assigns of this Security Instrument, only to mortgage, grant and convey the successors and assigns of this Security instrument or the foreward. The foreward is subject to remedy the successor and assigns of the sum security instrument of the sum security instrument is the sum of the su

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med; whether of the most then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately be total amount of the sums secured immediately as the proceeds by (b) the taking; while following fraction: (b) the total amount of the sums secured immediately as the sums secured immediately before the taking; Any balance shall be a sating; Any balance shall be a sating; why the sum of the Property immediately before the taking; Any balance shall be a sating; why the sating and the sating and the sating of the Property immediately before the taking; Any balance shall be sun the the three courses are referred for the Property, the proceeds shall be applied to the sums secured by this Security

the first of condemnation, are hereby, or for conveyance in tieu of condemnation, are hereby and thall be paid to Lender. Selections of approaches and connection specifies and respection and inspections of the Property. Lender and the inspection of the Inspection with a selection of the inspection of the inspection with a selection of the inspection of the inspection with a selection of the inspection of the inspection with a selection of the inspection of the inspection with a selection of the inspection o

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