

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 30, 1986. The mortgagor is Joan M. Heffernan, Divorced and not since remarried ("Borrower"). This Security Instrument is given to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES PLAINES, which is organized and existing under the laws of the United States of America, and whose address is 749 Lee Street, Des Plaines, Illinois 60016 ("Lender"). Borrower owes Lender the principal sum of Twenty Five Thousand and 00/100 Dollars (U.S. \$25,000.00), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 10, 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:

Unit 606 in Country Homes of Beck Lake Woods Condominium as delineated on a survey of the following described real estate:

Part of the East 1/2 of the North East 1/4 of Section 9, Township 41 North, Range 12 East of the Third Principal Meridian, lying west of the Westerly line of Illinois Toll Road and part of Lot 1 in Leverenz Subdivision lying West of the Westerly Line of Illinois Toll Road; which survey is attached as Exhibit "C" to the Declaration of Condominium recorded as Document Number 2740/543 together in its undivided percentage interest in the common elements in Cook County, Illinois.

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned declaration.

Tax No. 09-09-201-045-0000

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which has the address of 606 Country Lane- Unit B-II Des Plaines  
[Street] [City]  
Illinois 60016 ("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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This copy is made for the convenience of the parties and is not a legal document.

Notary Public

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Notary Seal

NY Commission Expires: October 11, 1986

Witness my hand and official seal this 30th day of June 1986

(h.c. she, they)

She executed said instrument for the purposes and uses herein set forth.

(his, her, their)

have executed same, and acknowledge said instrument to be Her, being informed of the contents of the foregoing instrument,  
before me and is (are) known to me to be the person(s) who, personally appeared  
Joan M. Hefterman, Divorced and not single remarried  
a Notary Public in and for said county and state, do hereby certify that  
THE UNDERSIGNED,

COUNTY OF Cook SS:  
STATE OF Illinois }  
 }  
 }

(Space Below For Signature)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security  
Instrument. If one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement the instrument, the covenants and agreements of each such rider shall be a part of this Security  
Instrument. (Check applicable box(es))

22. Waiver of Homestead. Borrower waives all right of homestead exception 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 without charge to Borrower. Borrower shall demand and may require immediate payment by Lender of all sums on  
costs of management including those past due, take possession of the property and shall be entitled to collect the rents of  
the property received prior to the expiration of any period to entitle Lender to receive the property and to pay rent of the property  
prior to the expiration of any period to entitle Lender to receive the property and to pay rent of the property  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time  
but not limited to, reasonable attorney's fees and costs of title evidence.  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this proceeding.  
This Security instrument without further demand and may require immediate payment by Lender of all sums secured by  
before the date specified in the notice, Lender at its option may require immediate payment by Lender of all sums  
existing or a default or any other deficiency of Borrower to accelerate the debt or the debt is not cured on or  
inform Borrower of the right to reinstate by judgment and the right to assert in the foreclosure proceeding the non-  
secured by this Security instrument, foreclosing and sale of the property. The notice shall run before  
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
unless specified otherwise. The notice shall be given to Borrower, by which the default must be cured;  
unless applicable law provides specifically, (c) a date, not less than 30 days from the date the notice is given to Borrower; (b) the action required to cure the  
19. Acceleration: Remedies. Breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17  
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17  
unless specified otherwise. The notice shall be given to Borrower prior to acceleration 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 step 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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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower  
Security Instruments. Unless Borrower and Lender under this paragraph 7 shall become additional debt of Borrower secured by this  
Lender may take action under this paragraph 7. Lender does not have to do so.

Lender's actions may include paying any sums accrued by a lien which has priority over this Security  
Instrument, rights in the Property, (such as a proceeding in bankruptcy), rights to proceed for Lender's rights  
in the Property. Then Lender may do and pay for what ever is necessary to protect the Lender and Lender's rights  
against Lender's rights in the Property, probably, for condemnation or to enforce laws or  
covenants and agreements contained in this Security Instrument that may significantly affect  
7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the  
fee little shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of this lease, and if Borrower acquires fee title to the Property, the leasehold and  
change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold  
instrument, immediately after the acquisition of the Property; Lessor holds. Borrower shall not destroy, damage or subdivide  
6. Preservation and Maintenance of Property: Lessees.

from damage to the Property prior to the acquisition by Lender, Borrower shall pay to Lender to the extent of the sums secured by this Security  
under paragraph 19 the monthly payments received to in paragraphs 1 and 2 or change the amount of the payments.  
postpone the due date of the monthly payments within 30 days a notice from Lender, at the insurance carrier has  
unless Lender and Borrower otherwise agree in writing, any application of proceeds to restoration of  
when the notice is given.

the Property or to pay sums secured by this Security instrument, whether or not then due. The 30 day period will begin  
offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore  
Borrower abandons the Property, or does not answer within 30 days a notice from Lender, at the insurance carrier has  
applied to the sums secured by this Security instrument, whether or not then due, with the excess proceeds to Borrower. If  
restoration of repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be  
of the Property damaged, if the restoration of repair is economically feasible and lessens security is not lessened. If the  
unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair  
carries out and Lender, Lender may make good loss of rent made promptly by Borrower.

Lender shall have the right to hold the policies and renewals, if Lender renews, 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  
All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.  
unrecoverably withheld.

5. Hazard Insurance. Borrower shall keep the manner acceptable to Lender and shall provide a certificate of credit on the  
insurance carrier providing the insurance shall be chosen by Borrower or subject to Lender's approval which shall not be  
insured against loss by fire, hazards included within the term, "extended coverage" and any other hazards for which Lender  
is insured indemnifying the lessee. This insurance shall be maintained in the amounts and for the periods, that Lender  
receives carterer providing the insurance shall be liable once or more of the actions set forth above within 10 days  
of the signing of notice.

the Property is subject to a lien which may attain priority over this Security instrument, Lender may give Borrower a  
agreement satisfies to the lessee or lessee, in the event of (c) securities from the holder of the lien an  
payment the enforcement of the lien or forfeiture, or (c) any part of the Property; or (c) securities from the Lender to  
fail in returning to the payment of the escrow items, legal proceedings to the Lender's opinion operate to  
agrees in writing to the payment of the obligation, secured by the lien in a manner acceptable to Lender; (b) contains in good  
Borrower shall promptly disclose any lien which has priority over this Security instrument unless Borrower: (a)  
receipts evidence the payment of the payments.

Note, third, to amounts paid by Lender to late charges due under the Note, to interest on the Note, and last, to principal due.  
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the  
paragraphs 1 and 2 of the application of payments. Lender may receive by this Security instrument.  
application as a charge against the sums secured by the Note, no later than the time of  
any Fund held by Lender, if Lender, if Lender under paragraph 19 the Property is sold or acquired by Lender, no later  
than immediately prior to the sale of the Property or its acquisition by Lender, and Lender shall promptly refund to Borrower  
any Fund held by Lender, to amounts paid by this Security instrument, Lender shall pay to Lender any  
amount necessary to make the Funds held by Lender to pay the escrow items which are required by Lender  
Note, either provided to Borrower or credited to Borrower on monthly payments of Funds, if the access shall be  
the due dates of the escrow items, shall exceed the amount required to pay the escrow items which are required by Lender  
at Borrower's option, either provided to Lender to pay the escrow items which are required by Lender, if the access shall be  
If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to  
this Security instrument.

The Funds shall be held by Lender in an institution the depository of more sums received by  
purposes for which each debtor to the Funds was made. The Funds are pledged as additional security for the sums secured by  
shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the  
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 the Funds an account of earnings on the Funds. Lender  
Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and  
Lender may not charge for holding and applying the Funds, analyzing the account of carrying the escrow items unless  
state agency (including Lender is such an institution), Lender shall apply the Funds to pay the escrow items.  
The Funds shall be held by Lender, together with the future monthly payments of Funds payable prior to  
basis of current, daily and reasonable estimates of future escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay  
the principal of and interest on the Note and late charges due under the Note to the escrow items.  
1. Payment of Prerogatives. Borrower and Lender covenant and agree as follows: