

# UNOFFICIAL COPY

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5/10/05 44 1531

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 11, 1986. The mortgagor is James M. Arnold and Janice Arnold, his wife ("Borrower"). This Security Instrument is given to Olympic Federal, which is organized and existing under the laws of the United States of America and whose address is 715 E. Pleasant Field Road, Willowbrook, Illinois 60521 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED, FOURTEEN THOUSAND, AND NO/100th Dollars (U.S. \$ 214,000.00). 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 August 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:

The East 33.33 feet of Lot 7 (except South 60 feet of West 13.33 feet thereof) and West half of Lot 6 in Peterson's Subdivision of Block 20 in the Village of Wilmette, in Section 34, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.\*\*

Permanent Tax No. 05-34-208-005 *Lot 6*  
05-34-208-004 *Lot 7*

DEPT-01 RECORDING \$13.00  
T#4444 TRAN 9393 07/23/86 09:57:00  
#7237 # ID # -86-309967  
COOK COUNTY RECORDER

RM

-86-309967

which has the address of 925 Central (Street) Wilmette (City),  
Illinois 60091 (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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Notes

WITNESSES my hand and official seal this 11 day of July 1989  
My Commission Expires: 7/10/88  
 (seal)

JAMES M. ARNOTT, AND JANICE ANN O'D. HIGGINS, a Notary Public in and for said county and state, do hereby certify that THE UNDERSIGNED, JAMES M. ARNOTT, AND JANICE ANN O'D. HIGGINS, wife, before me and is (are) known or proved to me to be the persons (who), being informed of the contents of the foregoing instruments, have executed said instrument for the purposes and uses herein set forth.  
.....THEY.....executed said instrument for the purposes and uses therein set forth.  
.....(he, she, they)  
.....(his, her, their)

STATE OF ILLINOIS ..... COUNTY OF COOK ..... SS:

BY SIGNING BELOW, FORTWELL ACCEPTS ALL THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY  
INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITHIN.

- |   |
|---|
| 20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judgment, Lender (in person, by agent or by judicially appointed receiver) 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 Lender or the receiver shall be applied first to payment of the costs of management of the Property past due, including collection of rents, legal expenses, receiver's fees, premiums on receivables, bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. |
| 21. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.  |
| 22. Waiver of Foreclosure. Borrower waives all right of homestead exemption in the Property.  |
| 23. Powers to 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 covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Covenants and agreements of each such rider shall be enforceable between the parties to this Security Instrument, the lender and Borrower.   |
| 24. Family Rider  |
| Graduate Pe/men Rider   |
| Planned Unit Development Rider  |
| Other(s) (Specify)  |

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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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Lender may take action under this paragraph, Lender does not have to do so.

7. Protection of Lennder's Rights in the Property; Majorage Insurance.  
The trustee shall not mortgage trustee's interest in the property without the written consent of the beneficiary or the holder of the majorage interest.

**6. Preservation and Maintenance of Property; Leases.** Borrower shall not damage or destroy, damage or sublease, or otherwise impair the property or equipment of the lessor. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease or committment of the lessor. If the lessor acquires title to the property, the lessee shall pay all costs and expenses incurred by the lessor in recovering possession of the property.

Unless Lesunder 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 of change in the amount of the payments under paragraph 19 of the Property prior to the acquisition of the property prior to the acquisition.

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 of repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to settle a claim, or does not answer within 30 days a notice from Lender that the insurance carrier has agreed to settle a claim, Lender may collect the insurance proceeds. Lender may use the funds to repair or restore the property or to pay sums secured by this Security Instrument, whether or not then due. The day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, unless otherwise provided.

**5. Hazard Measurement.** Borrower shall keep the insurance documents now existing or hereafter erected on the property of the giving of notice.

Borrower shall pay 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 due under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender or Lender's agent. If under Paragraph 19 the Property is sold or acquired by Lender, any Funds held by Lender shall be used to pay off the sums secured by this Security Instrument.

If the amount of the borrowings held by Lender, together with the future monthly payments of Funds prior to the dates of the borrowings shall exceed the amount required to pay the excess when due, the excess shall be paid to Lender by Borrower promptly repaid to Borrower or credited to Borrower on monthly terms when due, Borrower shall pay to Lender any amount of the Funds held by Lender so that sum will be paid to Lender by Lender in one or more payments as required by Lender.

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 under law which permits Lender to receive any interest on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall not be required to pay Borrower, without charge, any annual accounting of the Funds showing credits and debits to the Funds and the sums secured by this Security instrument.

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a Federal State Agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, based on current data and reasonable estimates of future escrow items.

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 "Secured Items." Lender may estimate the Funds due on the

**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 made by the Lender. Borrower shall pay the principal of and interest on the debt evidenced by the Note and any prepayment made by the Lender.