

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 22, 1986. The mortgagor is Sharon A. Winters, 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 60018. ("Lender"). Borrower owes Lender the principal sum of Twenty One Thousand Five hundred and 00/100 Dollars (U.S. \$21,500.00). 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 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 County, Illinois:

UNIT NO. 15-1E in Brandenberry Park East Condominium, as delineated on survey of Lot 1 in Unit 1, Lot 2 in Unit 2, Lot 3 in Unit 3 and Lot 4 in Unit 4 of Brandenberry Park East by Zale, being a subdivision in the Southeast Quarter of Section 21, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit A to Declaration of Condominium Ownership made by American National Bank and Trust Company as Trustee under Trust #46142 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 25,108,489 and as amended by Document No. 25,145,981.

Mortgagor also hereby grants to Mortgaggee, 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. 03-21-402-014-1460 *(S)*

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which has the address of 2405 Brandenberry Court, Unit 1E, Arlington Heights,  
[Street] (City)  
Illinois 60004 ("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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SEASIDE

Notary Public

• 98 • 6

JO ABD

My Commission Expires: No. 8 - 1987

(Che, Sch, Chcy)

**ANSWER** *A Notary Public in and for said county and state, do hereby certify that Section A, Writs, Divorced, and Extra-judicial Instruments, that is to say, all instruments, contracts, agreements, and other documents, which are executed in the name and by the authority of a Notary Public in and for said county and state, shall be valid and effective, notwithstanding that the Notary Public who signed them, or any of them, was not at the time of their execution, a Notary Public in and for said county and state, or that he has since ceased to be such.*

STATE OF Illinois COUNTY OF Cook  
ss: } C o o k }

Digitized by srujanika@gmail.com

—Gorōmaru (Jes)

—GORTONER  
... (Seal)

Sharon A. Mittens

By SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and in my rider(s) executed by Borrower and recorded with it.

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|--|--|---|---|---|
| 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's default, nor less than 30 days from the date notice shall be given to Borrower, by which time default must be cured) specifying (c) the action required to cure the default or provide other remedies; (b) the acceleration under paragraphs 13 and 17 and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the Property. | 20. Lender is possessed of any instrument under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in Person, by agent or by judicial proceeding) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents or other benefits of a date specified in the notice to accelerate and foreclose proceedings the non-judicial sale of the Property.  | 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recodation costs.   | 22. Waiver of Homestead. Borrower waives all rights of homestead except as provided in the Property.  | 23. Powers to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings of each such rider shall be incorporated into and shall amend and supplement the coverings of this Security Instrument, if the one or more riders are executed as if the rider(s) were a part of this Security Instrument. |
| NON-UNIFORM COVENANTS, Borrower and Lender further agree as follows:   | 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's default, nor less than 30 days from the date notice shall be given to Borrower, by which time default must be cured) specifying (c) the action required to cure the default or provide other remedies; (b) the acceleration under paragraphs 13 and 17 and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the Property. | 20. Lender is possessed of any instrument under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in Person, by agent or by judicial proceeding) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents or other benefits of a date specified in the notice to accelerate and foreclose proceedings the non-judicial sale of the Property. | 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recodation costs. | 22. Waiver of Homestead. Borrower waives all rights of homestead except as provided in the Property.  |
| 23. Powers to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings of each such rider shall be incorporated into and shall amend and supplement the coverings of this Security Instrument, if the one or more riders are executed as if the rider(s) were a part of this Security Instrument.  | 24. Family Rider.  | Graduate Family Rider   | Planned Unit Development Rider  | Other(s) [Specify]  |
| 25. Adjuvant(s), Rate Rider  | Condominium Rider  | 2-4 Family Rider  | Adjuvant(s), Rate 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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Any amounts disbursed by Lender under this paragraph 7, Lender does not have to do so. Lender may take action under this paragraph 7, Lender does not have to do so.

7. **Proportion of Leenders' Licenses to the Mergers in Writing**  
Lees title shall not merge Leenders' Licenses to the Mergers in Writing.

7. **Borrower's Rights in the Mergers**  
If Borrower fails to perform the covenants and Agreements contained in this Security Agreement, or where there is a legal proceeding that may significantly affect Leenders' rights in instruments, or proceedings in bankruptcy, probate, for condemnation or to enforce laws or regulations, then Leender may do and pay for what ever is necessary to protect the value of the Property and Leenders' rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Leender may do and pay for what ever is necessary to protect the value of the Property and Leenders' rights in the Property.

Instrument, appearing in court, paying reasonable attorney fees and costs of the Property to make repairs. Although in the Property, Leenders' actions may include paying any sums accrued by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorney fees and costs of the Property to make repairs.

6. Preservation and Maintenance of Property: Lessee holds, Borrower shall not destroy, damage or substandardly change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessor holds and

the right property to pay such a sum secured by this security instrument, whenever or how soon after the date of this instrument.

Unless Lender and Borrower otherwise agree in writing, insurance procedures shall be applied to restoration or repair of the property damaged, if the restoration or repair is not made promptly by the parties concerned. Lender may make payment to less than the full amount of the claim, and Lender's security interest in the property shall be applied to the amount so paid. If the repair is not made within thirty days after the date when due, Lender may sue the debtor for recovery of the amount so paid, and Lender may deduct the amount so paid from the amount recoverable. The creditor or debtor may sue the debtor for recovery of the amount so paid, and Lender may deduct the amount so paid from the amount recoverable.

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

of the giving of notice.

to be paid under the terms of the payment plan, and to be paid directly to the payee or to the trustee managing the plan.

Paragraphs 1 and 2 shall, as 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 interests due; and last, to principal due.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument, shall exceed the amount required to pay the Secured Instruments, Lender shall promptly refund to Borrower any amount necessary to make up the deficiency in one or more payments as required by Lender.

The Funds shall be held in an institution the deposits 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, satisfying the account of escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Lender may agree in writing that the Funds shall be paid to the Funds to pay the escrow items, unless Lender agrees in writing that the Funds shall be held until the Funds are used to pay the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the sums received by a third party for which each debt is pledged as additional security for the sums due to the Funds.

to determine on the day money payable in respect of one-twelfth of (a) yearly taxes and assessments which may accrue during the twelve months, and (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly moratorium premiums, if any. These items are called "scrow items." Lender may estimate the funds due on the basis of current data and reasonable estimates of future scrow items.

1. **Permit of Prejudgment and Interest:** Prejudgment and Late Charges. Borrower shall promptly pay when due principal of and interest on the debt evidenced by the Note and any prepayment made under the Note.