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ON AUGUST 4, 1986, AT 1:26 PM

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FWMC #270716

MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on July 30, 1986. The mortgagor is William J. Brandt, a bachelor & Leslie A. Stevens, a single woman, never married. ("Borrower"). This Security Instrument is given to FIRST WESTERN MORTGAGE CORPORATION, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 540 North Grant - Palatine, Illinois 60067. ("Lender"). Borrower owes Lender the principal sum of Sixty Seven Thousand and 00/100 Dollars (U.S. \$67,000.00). 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:

Lots 223 & 224 in Elmore's Hickory Heights, Being a Subdivision of the South $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 37 North, Range 12, East of the Third Principal Meridian, In Cook County, Illinois.

Permanent Tax Numbers: 23-02-406-005 (Lot 223)
23-02-406-004 (Lot 224)



which has the address of 9317 S. 82nd Ave., Hickory Hills, (Street) (City)
Illinois 60457. ("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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(S.E.A.L.)

Notary Public

Hannah West Notary Public

My Commission expires: 11-21-86

The foregoing instrument was acknowledged before me this.....
..... *July 1985* *35m*

STATE OF *Alabama* }
COUNTY OF *Jefferson*

FIRST WESTERN MORTGAGE CORP. OF ILL.
553 North Court, Suite 200
Palatine, IL 60067

MAIL TO:

Leslie A. Stevens

[Space Below This Line for Acknowledgment]

BY SIGNING BELOW, HARRWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXCLUDED BY BOTTOWER AND RECORDED WITH IT.

- 2-4 Family Rider
 - Adjustable Rate Rider
 - Condominium Rider
 - Planned Unit Development Rider
 - Graduate Parent Rider
 - Other(s) [Specify]

22. **Waiver of Homestead.** Borrower or services all rights of homesteaded exemption in the Property.

23. **Rights 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 made a part of this instrument. [Check applicable box(es)]

21. **Receives.** Upon payment of all sums secured by this security instrument, Lender shall release this security instrument without charge to Borrower. Borrower shall pay any recordation costs.

recipients' bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

but not limited to, reasonable attorney's fees and costs of little evidence.

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified may result in acceleration of the sums secured by this Security Instrument and the right to repossess the instrument and sale of the property. The notice shall give Borrower to accelerate to Borrower to repossess and sell the instrument and proceed further as detailed in the force majeure provision of this Agreement.

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 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 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, upon notice from Lender to Borrower
the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower
requiring payment.

7. Protection of Lennder's Rights in the Property: Mortgagor Insurancce. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect the value of the property (such as a proceeding in bankruptcy, probate, or condemnation), then Lennder may do and pay for whatever is necessary to protect the property over Lennders rights in the property. Lennder's actions may include paying any sums accrued by a lessor which has priority over this instrument, appealing in court, paying reasonable attorney fees and expenses, or doing what ever is necessary to make Repayments. Lennder may under this provision sue for whatever has been done so.

6. Preservation and Maintenance of Property, Leasesholds. Borrower shall not destroy, damage or asbestos liability 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

Unless a Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 of change in the amount of the payment 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 accrued by this instrument in mediation prior to the acquisition.

The property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damage, if the restoration or repair is economically feasible and Lender's security is lessened. If the restoration or repair is not economically feasible or Lender's security is not lessened, if the repair is not completed within 30 days of notice from Lender, Lender may use the insurance proceeds to repair or restore Borrower's property, or does not answer within 30 days a notice from Lender that the insurance carrier has abandoned the claim, then Lender may collect the insurance proceeds. Lender may use the insurance proceeds to settle a claim, if the insurance carrier has failed to settle a claim, the insurance carrier has failed to settle a claim, then Lender may collect the insurance proceeds.

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 receives all receipts of paid premiums and renewals, Lender shall promptly give notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

measures against losses by fire, hazards included within the insurance premium, such as flooding, lightning, and other natural disasters, shall be chosen by Board of Directors subject to Lennder's approval which shall not be unreasonably withheld.

Borrower shall promptly disburse, and pay over to the payee mentioned in the obligation, any sum which has priority over this Security Instrument (a) agrees in writing to the payment in full of the obligation, secured by the lien in a manner acceptable to Lender; (b) contains in good faith a written agreement with respect to the payment in full of the obligation, secured by the lien in a manner acceptable to Lender; (c) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (d) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (e) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (f) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (g) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (h) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (i) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (j) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (k) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (l) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (m) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (n) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (o) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (p) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (q) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (r) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (s) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (t) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (u) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (v) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (w) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (x) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (y) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender; (z) contains in writing an acknowledgment of the obligation, secured by the lien in a manner acceptable to Lender.

pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender to be paid under this paragraph. If borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Note: third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.
Paragraphs 1 and 2 are applicable unless, to the contrary, otherwise agreed, to repayments which bears due under the
Note: third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

application as a card, **against the sums secured by this Security instrument.**
3. Application as a card, **against the sums secured by this Security instrument.**
4. Application as a card, **against the sums secured by this Security instrument.**

purposes for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

The Funds shall be held in an institution the deposits of which are insured by a general 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, excepting the account of very low terms, Lender pays Borroower interest on the Funds and applicable law permits Lender to make such a charge. Borroower and Lender agree in writing that interest shall be paid on the Funds. Lender to be liable for any interest or penalties on the Funds. Lender gives, an annual accounting of the Funds showing credits and debits to the Funds under the law and agrees to be liable for any interest or penalties on the Funds. Lender shall give to Borroower, without charge, an annual accounting of the Funds showing credits and debits to the Funds under the law and agrees to be liable for any interest or penalties on the Funds. Lender shall give to Borroower, without charge, an annual accounting of the Funds showing credits and debits to the Funds under the law and agrees to be liable for any interest or penalties on the Funds.

- 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 one-twelfth of (a) yearly premiums or ground rents on the Property, if any; (b) yearly hazard insurance premiums; and (c) yearly leasehold payments or assessments which may attain priority over this Security Instrument on the basis of current data and reasonable estimates of future escrow items.