

# UNOFFICIAL COPY

12-583025-2

5/10/20 42  
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Units

86338512

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 24, 1986. The mortgagor is THOMAS C. GLEASON AND KATHLEEN W. GLEASON, HIS WIFE, ("Borrower"). This Security Instrument is given to FREEDOM FEDERAL SAVINGS BANK, which is organized and existing under the laws of United States of America, and whose address is 6809 Stanley Avenue, Berwyn, Illinois 60402 ("Lender"). Borrower owes Lender the principal sum of Forty-Nine Thousand Five Hundred and 00/100 Dollars (U.S. \$ 49,500.00). 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 September 01, 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:

LOT 22 IN BLOCK 4 IN ELMAYER SUBDIVISION, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID LAND THE WEST 32 RODS OF THE EAST 50 RODS OF THE NORTH 20 RODS THEREOF) IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$13.25  
T#4444 TRAN 0083 08/06/86 14:20:00  
#1691 # C \*-86-338512  
COOK COUNTY RECORDER

PERMANENT INDEX NUMBER 15-33-121-003 *dt*

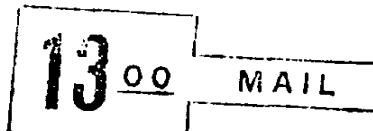
which has the address of 737 NO. BRAINARD, LAGRANGE PARK,  
(Street) (City)  
Illinois 60525 ("Property Address");  
(Zip Code)

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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT  
REORDER FROM ILLIANA FINANCIAL, INC



Form 3014 12/83

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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 Funds 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 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 interest due; and last, to principal due.

**4. Charges; Liens.** Borrower 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 Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 secured 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 improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount 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 requires, 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 carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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 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.

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If Lender required mortgagage 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 his agent may make reasonable entries upon and inspectors 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 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, the proceeds shall be applied to the Property, whether or not it is condemned.

Unless Borrower and Lender otherwise agree in writing, the sum 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 by the Property, divided by (b) the fair market value of the Property immediately before the taking.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the date of payment to Borrower is awarded or settled 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 make in award a claim for damages, Borrower shall be liable for all costs of collection, including attorney fees.

10. Borrower Note Released; Forgiveness By Lender Not a Waiver. Extension of the time for payment of principal or interest of a note executed by Borrower shall be subject to the provisions of this Note.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the sum secured by this Security Instrument, whether or not it is condemned.

11. Successors and Assigns; Joint and Several Liability; Co-Signers. The co-signers and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower who co-signs this Note.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that it attaches or other loans collected or to be collected in connection with this Note, Lender may make any accommodations which regard to the terms of this Security Instrument or the Note.

13. Preparation Affording Lenders' Rights. If enactment of or amendment of any statute, law or regulation of this Note, may require immediate payment by Lender or any other holder of this Note, Lender may invoke any remedy provided for in this Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by letter, law or by mailing in by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address of any other address Borrower designates by notice to Lender. Any notice to Lender 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 Note shall be deemed to have been given to Borrower, if Lender makes any provision in this Note which can be given effect without the consent of Lender not affect other provisions of this Security Instrument or the jurisdiction in which property is located. In the event that any provision of this Note and of this Security Instrument is declared to be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by letter, law and the effect of this paragraph.

16. Borrower's Copy. Borrower shall be given one conforming copy of this Note and of this Security Instrument. Note are declared to be severable.

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 beneficiary in Borrower is sold or transferred and Borrower is still a beneficial owner of this Security Instrument), Lender's rights under this Note shall not be affected by the transfer of all or any part of the Property or any interest in it.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without notice or demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration of all sums secured by this Security Instrument. If Borrower fails to pay these sums within Borrower must pay all sums secured by this Security Instrument, or (b) entry of a judgment puruant to any power of sale contained in this applicable law may specify for instruments before sale of the Property prior to the earlier of: (a) 5 days (or such other period as specified by this Security Instrument) or (c) 30 days from the date of acceleration.

19. If Lender exercises this option, Lender shall give Borrower notice of acceleration of all sums secured by this Security Instrument.

Borrower to pay the sums secured by this Security Instrument shall continue unchallenged. Upon reacceleration by Lender, Lender's rights in respect of the instrument shall remain fully effective as if no reacceleration had occurred. However, this right to reaccelerate shall not apply in the case of acceleration under paragraphs 13 or 17.