

# UNOFFICIAL COPY

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DEPT-91 RECORDING.....

117-63

T#9464 784X 017-117-54-00000

#7351 R D \* 1736-546300

COOK COUNTY REC'D. 7/10/86

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 30, 1986. The mortgagor is Gregory M. LeMaire and Ann Marie LeMaire, his wife ("Borrower"). This Security Instrument is given to Southwest Mortgage Corporation, which is organized and existing under the laws of the state of Illinois, and whose address is 3120 West 159th Street, Markham, Illinois 60426 ("Lender"). Borrower owes Lender the principal sum of Forty-five thousand and no/100----- Dollars (\$ 45,000.00\*\*\*\*\*). 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 24 AND 25 IN HUMPHREY'S SUBDIVISION OF THE NORTH 455 FEET OF THE NORTH 30 ACRES OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4, EAST OF RAILROAD, IN SECTION 9, TOWNSHIP 16 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent tax number: 27-09-216-003-0000  
27-09-216-004-0000

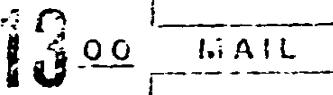
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which has the address of 9915 West 144th Place, Orland Park,  
Illinois 60462 ("Property Address").

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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NAME	Southeast Mortgagage Corporation	ADDRESS	FOR RECORDS AND INDEX PURPOSES INSTITUTE OF APRAISALS DEPARTMENT OF PROPERTY APPRAISAL 19915 West 144th Place
STREET	3120 West 159th Street	CITY	Oakland Park, Illinois 60426
STATE	Illinois	CITY	Markham, Illinois 60426
ZIP	60426	STATE	Illinois
		ZIP	60426

STATE OF ILLINOIS.	Cook County, ss.	Che undesignated	I,
(Space Below This Line to Accommodate Signature)		do hereby certify that	
George Lemaitre and Anna Marie Lemaitre, his wife		George Lemaitre and Anna Marie Lemaitre, his wife	
Notary Public in and for said county and state,		Notary Public in and for said county and state,	
(Seal)		(Seal)	

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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 improvement, 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 amounts 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 attorney's 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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18. **Borrower's Right to Remedy.** 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 120 days or such other period as applicable (as may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this instrument; provided all sums which would be due under this Security Instrument and the Note had no acceleration or (b) a judgment levied against this Security Instrument before sale of the Property pursuant to any power of sale contained in this instrument; or (c) a majority of the beneficiaries for reinstatement); provided further that if the Note and the Security Instrument are sold by the trustee or his successors in interest, the trustee or his successors in interest shall have the right to apply the proceeds of this Security Instrument to any payment or discharge of the Note or the Security Instrument.

If under exercise this option is selected, the shall give borrower notice of acceleration if he notice shall provide a period of not less than 60 days from the date the shall give borrower notice of acceleration. If the notice shall provide a period of not less than 60 days from the date the shall give borrower notice of acceleration, the shall give borrower notice of acceleration if he notice shall provide a period of not less than 60 days from the date the shall give borrower notice of acceleration.

17. Transfer of the Property or a beneficial interest in Borrower. If all or any part of the property or any interest in or beneficial interest in Borrower, however, this option shall not be exercised by Lender if exercise is prohibited by federal law or the due of this security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by this security instrument.

<sup>16</sup> Borrower's Copy. Borrower shall be given one certified copy of the Note and of this Settlement Agreement.

**15. Governing Law; Severability.** This Securities Instrument shall be governed by the federal law and the law of the jurisdiction in which the Property is located in the event that any provision of this Securities Instrument or the applicable law conflicts with the applicable law, such conflict shall not affect other provisions of the law or this Securities Instrument.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery and shall be deemed to have been given to Borrower when given as provided in this paragraph.

<sup>13.</sup> **Lenders' Risks.** It can easily be appreciated that the effect of applying laws has the effect of exacerbating lenders' risks.

**17. Loan Charges.** If the loan secured by the security instrument is unpaid to a law which sets maximum loan charges, and that law is fairly interpreted so that it is intended or other loan charges collected or to be collected in arrears under the Note or by making a payment to Borrower or to another party participating in the redemption or sale of the Note, the Lender may do so to make this right available to the Lender.

11. Successors and Assists: Bound: Joint and Several Liability; Co-signers. The co-signants and agreeements 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 co-signants and agreeements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to Lender and Borrower, and any other Borrower may agree to pay all or any part of the obligations of the other Borrower under this Security Instrument.

10. **Hirer and Not Released; for Release by Lender Not a Waiver.** Extension of the time for payment of monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments postpone the date of application of proceeds to principal shall not exceed one month.

"In case of damage to or loss of any part of the equipment, the lessee will be liable to the lessor for the cost of repairing or replacing such part, and the lessor may deduct the amount so expended from the rent due."

In this event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not there was any excess paid to Borrower in the event of a partial taking of the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other than of the Property, or for conveyance in lieu of condemnation, are hereby