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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 24, 1987. The mortgagor is Roger Wilson & Jan Wilson, his wife, ("Borrower"). This Security Instrument is given to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN, which is organized and existing under the laws of the United States of America, and whose address is 6532 West Cermak Road, Berwyn, Illinois 60402, ("Lender"). Borrower owes Lender the principal sum of Eighty-seven thousand seven hundred & 00/100** Dollars (U.S. \$ 87,700.00). 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, 2017. 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 7 IN STANTONS RESUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-36-114-030-0000 (6)
18-36-114-012-0000 (4)
18-36-114-027-0000 (2)

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which has the address of 7919 West 80th Place, Bridgeview,
(Street) (City)
Illinois 60455, ("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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This instrument was designed by Josephine Holander.

Josephine Holzander, 6532 W. Germar Rd., Berwyn, Ill. 60422

Natty Public

Josephine Holzander, 6532 W. Germar Rd., Berwyn, Ill. 60422

STATE OF *Illinois* COUNTY OF *Cook*

**FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BERWYN**
6532 WEST CERMACK ROAD
BERWYN, ILLINOIS 60402

BOX 333 - GG ✓

—BOSTON—
(See)

BY SIGNING BELOW, I agree to the terms and conditions contained in this Security Instrument and I am waiving all my defenses, if any, set by Statute or otherwise, to the extent that they conflict with it.

Grandparent Payment Rider Planned Unit Development Rider Other (please specify) _____

supplements, the performance and agreement of this Security instrument as it is now (or will be) were a part of this Security instrument. [C-2, Appendix B (c)]

22. Water of Homestead. Bottled water is a right of homestead exemption in the property.

coupons of manageable amounts, fees, and items to the sums secured by this Security Instrument.

30. Leander in Possession. Upon cancellation of any period of redemption following judicial sale, Leander (in Person), by agent or by duly legally authorized representative shall be entitled to collect the rents of

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 prior notice, Lender shall be entitled to collect all expenses incurred in the enforcement of this Security Instrument, including attorney's fees, court costs, and reasonable expenses of collection, provided it is reasonable under the circumstances.

Secured by this Security Instrument, the Borrower of the right to remortgage after acceleration and the right to assert in the foreclosure proceeding all further rights to assert in the property. The notice shall further

19. Acceleration. Lessees 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 under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the

NON-UNIFORM COVENANTS. Bottower and Lemder 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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Under date of , Lender does not have to do so.
Any amounts disbursed by Lender under this paragraph, Lender shall bear interest at the rate of percent per annum from the date of disbursement until paid.

7. Protection of Leenders' Rights in the Mergee in Writing.
coverments and agreements contained in this Settlement Agreement shall remain in effect notwithstanding any merger or consolidation of Leenders' property with another entity.

Instrument shall immediately prior to the acquisition.

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, if the payee's right to any property is acquired by Lender, Borrower's right to any insurance policies and proceeds received by Lender prior to the acquisition shall pass to Lender to the extent of the sum secured by this Security interest.

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 policy and renewals. If Lender renews, Borrower shall promptly give to the insurance company a copy of the new policy and all receipts of paid premiums and renewals 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.

of the giving of notice.

4. **Chargé** Léam. Borrower shall pay all taxes, assessments, charges, dues 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 the obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them at the place specified in paragraph 2, or if not paid in that manner, Borrower shall pay them at the place specified in paragraph 2, or if not paid in that manner, Borrower shall pay these payments directly to the person owed payment. Borrower shall promptly furnish to Lender 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.

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to principal due, Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

Upon payment in full of all sums received 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, any Funds held by Lender at the time of sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit, plus interest on the sum so secured by this Security Instrument.

If the amount of the receivable held by Landor, together with the future monthly payments of Funds paid prior to due dates of the receivable, shall exceed the amount required to Borrower or credit to Borrower on monthly payments at Borrower's option, either promptly or credit to Borrower to pay the receivable when due, the excess shall be, at Borrower's option, either paid to Landor in one of more payments as required by Landor.

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

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 on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Under the circumstances set forth above, Lender shall be entitled to receive payment of all amounts due under this Note.

The bases of current debts and extraordinary estimates of future expenses of the State shall be held in the institution of accounts of which are measured or guaranteed by a federal or state agency (including Leander if Leander is such an institution). Leander shall apply the Funds to pay the escrow items.

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly household 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 "second priorities." Lender may estimate the Funds due on the

1. Payment of Principal and Interest Prepayments 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. Taxes and Liens. Subject to applicable law or to written waiver by Lender, Borrower shall pay taxes and liens.

3. Lender on the day monthly payments are due under the Note until the Note is paid in full, a sum ("Funds") equal to