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(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
19 87 The mortgagor is HELEN C. ZACHARY, A WIDOW

APRIL

27TH

("Borrower"). This Security Instrument is given to ANCHOR MORTGAGE SERVICES INC.

which is organized and existing under the laws of THE STATE OF NEW JERSEY
1460 VALLEY ROAD WAYNE, NEW JERSEY 07470 , and whose address is

("Lender").

Borrower owes Lender the principal sum of FIFTY-SIX THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 56,500.00). 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 MAY 1ST, 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:

SEE ATTACHED LEGAL DESCRIPTION CONSTITUTING A LEGAL DESCRIPTION RIDER TO THIS MORTGAGE.

THIS INSTRUMENT PREPARED BY:
RAMONA R. BARRETT
ANCHOR MORTGAGE SERVICES, INC.
1008 E. RAND RD.
MT. PROSPECT IL 60056

TAX I.D.# 10-20-120-034-1026

MAIL TO: BOX 363



CHICAGO

which has the address of

6020 LINCOLN #408

MORTON GROVE

60053

[Street]

[City]

Illinois

("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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22/

Notary Public

My Commission expires: 6-13-87

Given under my hand and official seal, this 27th day of April, 1987.

set forth.

Signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I he

, personally known to me to be the same person(s) who(s) is(m) a

do hereby certify that HELEN C. ZACHARY, A WIDOW

, a Notary Public in this, the said county and state,

County of

STATE OF ILLINOIS, *X*
I, the undersigned

(Space below this line for Acknowledgment)

-Dorrowser

COOK COUNTY RECORDER (Seal)

REC'D 4-27-87 -4507745

-Dorrowser

TAXID: 111111 TRAN 9883 98/97/86A/H-A1.00

REC'D 4-27-87 -4507745

-Dorrowser

(Seal)

REC'D 4-27-87 -4507745

-Dorrowser

(Seal)

HELEN C. ZACHARY
*Alma C. Zachary*Instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Other(s) [Specify] LEGAL DESCRIPTION RIDER Grandfathered Tenant Rider Planned Unit Development Rider Adjustable Rate Rider condominium Rider 2-4 Family RiderInstrument (Check applicable box(es))
23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the conventions and agreements of each such rider shall be incorporated into and shall become part of this Security Instrument. If any rider is executed by Borrower and recorded together with this Security Instrument, the conventions and agreements of each such rider shall be incorporated into and shall become part of this Security Instrument.

22. Waiver of Homestead. Borrower waives all rights of homestead excepted as set forth in the Property.

Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall pay any recording costs.Instrument with reasonable attorney fees, and then to the sum secured by this Security Instrument.
receives a bond and reasonable attorney fees, and collects rents, including, but not limited to, receiver's fees, premium on costs of management of rents, including, but not limited to, receiver's fees, premium on the
the Property including those rents collected by Lender or the receiver shall be applied first to pay rent or to collect the rents of the
applicable receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of time.20. Lender in Possession. Upon acceleration of the Property and by negotiatior prior to the expiration of any period of time
but not limited to, reasonable attorney fees and costs of title insurance.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.
existsence of a default or any other default after acceleration and the right to do so in the Property. If the default is not cured on or
before the date specified in the notice, Lender shall proceed to accelerate the principal amount in full or all sums secured by
securities by the Property or any other acceleration and sale of the Property. The notice shall further
inform Borrower of the right to reinstate after acceleration and the right to do so in the Property. The notice shall further
secured by this Security Instrument, foreclosure by judicial proceeding and force sale of the Property. The notice shall further
and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums
defaulter; (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;
unless otherwise provided elsewhere). The notice shall apply to acceleration under paragraph 13 and
breach of any covenant or agreement, Lender shall give notice in this Security Instrument (but not prior to acceleration following Borrower's
19. Acceleration; Remedies. Lender shall further cover and agree as follows:

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 Board; 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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the due amount held by Lender, together with the future monthly payments of Funds payable prior to the date of termination held by Lender if Lender is such in his Securitry Instruments.

The Funds shall be deposited in an escrow account the depositors of which the Fund shall be entitled to receive in full or in part from the Fund as security for holding and applying the Funds, until payment in full of all amounts or payments or premiums, if any, due under the Note.

The principal of and interest on the Note; Preparation and Maintenance and Late Charges, Borrower shall promptly pay when due the principal of and interest on the Note and any prepayment penalties and other charges due under the Note.

1. Payment of Principal and Interest; Preparation and Maintenance and Late Charges, Borrower shall promptly pay when due the principal of and interest on the Note and any prepayment penalties and other 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 all taxes and assessments which may accrue under the Note is paid in a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may accrue under the Note, (b) yearly leasehold payments or premiums, if any, due on the Note on the day before the date of payment in full of all amounts due under the Note, (c) yearly hazard insurance premiums and (d) yearly motor vehicle insurance premiums, if any. These items are called "escrow items." Lender may estimate the funds due on the items due under the Note on the day before the date of payment in full of all amounts due under the Note, (e) yearly hazard insurance premiums and (f) yearly maintenance or ground rents on the Note, and any other item which may accrue under the Note.

The Funds shall be deposited in an escrow account the depositors of which the Fund shall be entitled to receive in full or in part from the Fund as security for holding and applying the Funds, until payment in full of all amounts due under the Note, (a) yearly taxes and assessments which may accrue under the Note, (b) yearly leasehold payments or premiums, if any, due on the Note on the day before the date of payment in full of all amounts due under the Note, (c) yearly hazard insurance premiums and (f) yearly maintenance or ground rents on the Note, and any other item which may accrue under the Note.

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2. Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay all taxes and assessments which may accrue under the Note, and any other item which may accrue under the Note, (a) yearly taxes and assessments which may accrue under the Note, (b) yearly leasehold payments or premiums, if any, due on the Note on the day before the date of payment in full of all amounts due under the Note, (c) yearly hazard insurance premiums and (d) yearly motor vehicle insurance premiums, if any. These items are called "escrow items." Lender may estimate the funds due on the items due under the Note on the day before the date of payment in full of all amounts due under the Note, (e) yearly hazard insurance premiums and (f) yearly maintenance or ground rents on the Note, and any other item which may accrue under the Note.

The principal of and interest on the Note; Preparation and Maintenance and Late Charges, Borrower shall promptly pay when due the principal of and interest on the Note and any prepayment penalties and other charges due under the Note.

3. Application of Payments, Under applicable law provided 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 preparement charges due under the paragraphs 1 and 2; third, to amounts due under the Note; fourth, to principal of the Note; fifth, to interest on the Note; sixth, to costs and expenses of collection.

4. Charges; Lender is not liable to make payment of interest on the Note, if Lender has been charged by Lender the amount of interest on the Note, if Lender is not liable to pay it back to Lender.

5. Hazard Insurance, Borrower shall keep the hazard insurance in good condition and keep the hazard insurance in accordance with the requirements of the Note.

6. Prepayment of the Note, Borrower shall pay all amounts due under the Note to Lender when the Note is paid in full, together with the interest accrued on the Note since the date of the last payment and the amount of any payment previously made on the Note.

7. Breach of Contract, Any provision of this Note which is in conflict with any other provision of this Note, or any provision of the Note which contradicts any provision of this Note, shall be ineffective.

8. Miscellaneous, Borrower shall promptly pay when due the principal of and interest on the Note and any other charges due under the Note.

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0400791-0008699

LEGAL DESCRIPTION RIDER

RIDER ATTACHED TO AND FORMING A PART OF MORTGAGE DATED APRIL 27, 1987

PARCEL 1:

UNIT NO. "408" AS DELINEATED ON THE SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATES (HEREINAFTER REFERRED TO AS THE DEVELOPMENT PARCEL): LOTS 24, 25, 26, 27, 28, 29, 30 AND 31 IN LINCOLN AUSTIN HIGHLANDS, BEING A SUBDIVISION OF LOTS 4, 5, 6 AND 11 IN CIRCUIT COURT PARTITION OF LOTS 19 AND 24 IN COUNTY CLERK'S DIVISION OF SECTION 20 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19 AND THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, LYING BETWEEN AND BOUNDED BY THE SOUTH LINE OF SAID LOT 24 OF COUNTY CLERK'S DIVISION OF THE NORTH LINE OF MILLERS MILL ROAD, ALL IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION MADE BY THE EXCHANGE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST NO. 24923 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 21821769 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY);

PARCEL 2:

A PERPETUAL EASEMENT CONSISTING OF THE RIGHT TO USE FOR PARKING PURPOSES OF PARKING SPACE NO. 23 AND 40 AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT 'A' TO SAID DECLARATION;

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Property of Cook County Clerk's Office

CRIMINAL

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 27TH day of APRIL , 19 87
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
ANCHOR MORTGAGE SERVICES INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
5020 LINCOLN #408, NORTON GROVE, IL 60053

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: GROVE HOUSE

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues, assessments, when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Helen C Zachary
HELEN C. ZACHARY

(Seal)
Borrower

(Seal)
Borrower

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