

## UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 21, 1987. The mortgagor is ...PAUL T. CARROLL and KAREN A. CARROLL, his wife ("Borrower"). This Security Instrument is given to FAIRFIELD SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of STATE OF ILLINOIS, and whose address is Old McHenry Road & Route 83, Long Grove, IL nois 60047 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FOUR THOUSAND and NO/100 Dollars (U.S. \$104,000.00). 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 October 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 ONE (1) IN BLOCK SIXTEEN (16) IN A. T. McINTOSH AND COMPANY'S HOME ADDITION TO PARK RIDGE BEING A SUBDIVISION OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP FORTY-ONE (41) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH THREE HUNDRED FIFTY (350) FEET THEREOF) IN COOK COUNTY, ILLINOIS.

P.I. #09-25-326-001 EAO AB

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which has the address of 137 N. Merrill Park Ridge  
 [Street] (City)  
 Illinois 60068 ("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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UNIFORM COVENANTS, Borrower and Lender, by mutual agreement, make the following:

**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 created 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 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 law 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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executed elsewhere; this right to remonstrate shall not apply in the case of acceleration under prearrangements 13 of 17

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 (a) 5 days (or such other period as applicable) from the date of the first payment or (b) entry of a judgment enjoining this Security Instrument. The proceeds of the sale of the Property pursuant to any power of sale contained in this Security Instrument may be used to pay all sums which then would be due under this Security Instrument and the Note had no acceleration (a) paid. Under all sums which then would be due under this Security Instrument and the Note had no acceleration (b) paid. Any instrument or (c) entry of a judgment enjoining this Security Instrument before sale of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that Borrower has made all sums specified for reinstatement before sale of the Property or (d) entry of a judgment enjoining this Security Instrument after sale of the Property or (e) entry of a judgment enjoining this Security Instrument and the Note has no acceleration paid.

"Under exercise of 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 Note less than \$1000. If the notice is given prior to the expiration of this period, Lender may make any demand permitted by this instrument without further notice or demand on Borrower.

16. Borrower's copy. Both owner shall be given one loaned copy of this note and of this security instrument.  
 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Proprietary of any  
 person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums  
 received by this Secured Instrument. However, this option shall not be exercisable by Lender if exercise is prohibited by  
 federal law as of the date of this Security Instrument.

Note that the `get` method returns a `Resource` object, which can be used to access the file's contents.

15. **Correming Law; Secrecy**. This Secrecy 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 of this Secrecy instrument or the law of the jurisdiction in which the Property is located, or such conflict shall affect other provisions of this Secrecy instrument or the law of the jurisdiction in which the Property is located, the conflict shall not affect any provision of this Secrecy instrument or the law of the jurisdiction in which the Property is located.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Notices.** Any notice to Borrower provided for in this Security Interest must shall be given by delivery in or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the principal address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by fax or e-mail to Lender's address stated herein or any other address Lender designs notice to Borrower. Any notice

13. Legislation Afteriving Lennder's Rights. (c) Enactment of applicable laws has the effect of rendering any provision of this Note or this Security Instrument unenforceable according to its terms. Lennder, in full of all sums secured by this Security Instrument and may invoke any remedy which may be available under such circumstances.

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 to the permitted limits and (b) any sums already collected from Borrower which exceeded the charge to be reduced shall be refunded to Borrower. If a note made payable to make this refund is not paid when due, then the Note or by making a direct payment to Borrower, if a note and reduces principal, the reduction will be treated as partial prepayment without any prepayment charge under the Note.

11. Successors and Assigns; Pseudo; Joint and Several Liability; Co-signers. The co-contractants and agreeements shall not be a waiver of or preclude, the exercise of any right or remedy.

10. Borrower Not Responsible; Forbearance By Lender; Extension of the time for payment of principal and interest due on the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments postponed the date of the monthly payments agreeable to him, any application of proceeds to principal shall not exceed

"In the event of a property loss or damage by Borrower, or in the event notice of property damage is given, Lender shall have 30 days after receipt of notice to respond to Borrower in writing concerning the condition of the property. Borrower shall be liable for all costs to repair damage to the property, including attorney's fees and court costs, unless otherwise provided in the Note. Lender may sue for such damages in any court of competent jurisdiction if Borrower fails to make such repair within 30 days after notice." (Emphasis added.)

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, the proceeds multipled by the following fractions: (a) the total amount of the sums secured by reduced by the amount of the principal balance outstanding at the time of the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement for insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.