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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 JAN 27 AM 10:16

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Mortgage
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FWMC #295480

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on THE TWENTY-FIRST DAY OF JANUARY 1987. The mortgagor is DOUGLAS W. SCOFIELD AND CALVINA B. SCOFIELD, HIS WIFE ("Borrower"). This Security Instrument is given to First Western Mortgage Corporation of Illinois, which is organized and existing under the laws of the STATE OF ILLINOIS, and whose address is 540 NORTH COURT, PALATINE IL 60067 ("Lender"). Borrower owes Lender the principal sum of FIFTY-SEVEN THOUSAND AND NO/100THS. Dollars (U.S. \$ 57,000.00). 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 FEBRUARY 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:

LOTS 36 AND 37 IN TALLMAN'S AND TWIELLE'S CRAWFORD NILES CENTER SUBDIVISION, BEING A SUBDIVISION OF LOTS 1, 2, 5 AND 6 IN THE SUBDIVISION OF LOTS 2 AND 3 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22 WITH THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PERMANENT TAX ID# 10-23-302-022-0000
10-23-302-023-0000

W.S E C-0 Lot 36
Lot 37

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which has the address of 8311 SPRINGFIELD AVENUE, SKOKIE, [Street] [City]

Illinois 60076 ("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.

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This instrument was prepared by PAT KOROLIS

Notary Public

(Seal)

My Commission expires: 1-27-87

(person(s) acknowledging)

(Date)

The foregoing instrument was acknowledged before me this 1-27-87

FIRST WESTERN MORTGAGE CORP., OF ILL.
540 North Court • Palatine, IL 60067

MAIL TO:

BOX 333 - TH

COUNTY OF

STATE OF

Illinois

SS:

[Space Below This Line for Acknowledgment]
CALVIN A. B. SCOTTIE
—Borrower
DOROTHY W. SCOTTIE
—Borrower
LAWRENCE B. SCOTTIE
—Borrower
BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security
Instrument and in any rider(s) executed by Borrower and recorded with it.

Instrument without charge to Borrower. Borrower shall pay any recording costs.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument of reasonable attorney fees, and then to the sums secured by this Security Instrument.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument. [Check applicable boxes] Graduate Payment Rider Planned Unit Development Rider
 Adjustable Rate Rider Condominium Rider 2-4 Family Rider
 Other(s) [Specify]

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including,
but not limited to, reasonable attorney fees and costs of title evidence.
19. Acceleration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially
appointed receiver) shall be entitled to enter upon, take possession of and damage the Property and to collect the rents of
the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the
costs of managing the property and collection of rents, including, but not limited to, receiver's fees, premiums on
reciever's bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially
appointed receiver) shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including,
but not limited to, reasonable attorney fees and costs of title evidence.
Lender shall be entitled to further demand and may foreclose this Security Instrument by judicial procedure,
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 notice. If the default is not cured on or
before the date of a default or any other defense of Borrower to accelerate or foreclose, if the receiver proceeding
against Borrower after acceleration and the right to assert in the foreclosure proceeding the non-
securities of this Security Instrument, foreclosure by judicial procedure, The notice shall result in acceleration of the sums
secured by this Security Instrument, foreclosure proceeding and sale of the Property. The notice must be given to
Borrower to cure the deficiency prior to or before the date specified in the notice may result in the deficiency being cured;
and (d) that failure to cure the deficiency prior to or before the date specified in the notice the deficiency must be cured;
unless a public law provides otherwise. The notice shall specify (a) the date acceleration to cure the
deficiency; (b) the action required to cure the deficiency; (c) a date, not less than 30 days from the date the notice is given to
Borrower, by which the deficiency must be cured;

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 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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the date of disbursement. Unless Borrower and Lender agree to other terms of payment, upon notice from Lender to Borrower Securily Instrument at the Note rate and shall be payable, with interest, upon notice from Lender to this Securily Instrument. Any amounts disbursed by Lender under this paragraph 7 shall bear interest debited to Borrower's account.

Lender may take action under this paragraph 7, Lender does not have to do so.

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 fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of this Security Instrument or to determine if this Security change the Property, allow the Borrower acquire fees title to the Property, the lessee shall be liable for damage to the Property prior to the lease, and Lender shall not be liable for damage to the Property, damage or substantial instrument immedately prior to the acquisition.

Postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend when the notice is given.

The Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore Borrower abandons the Property, or Lender may within 30 days a notice from Lender, within 30 days, to the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, within 30 days, to the insurance carrier has restored the restoration of repair is not economically feasible to Lender, which may lessen the insurance proceeds paid to Borrower. If the property damaged, if the restoration is economically feasible Lender may lessened the insurance proceeds shall be applied to the sums secured by this Security Instrument, which may lessen the insurance proceeds paid to Borrower. If the unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the damage or repair and Lender may make proof of loss if not made promptly by Borrower.

All receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to Lender under receipt of paid premiums and renewals. If Lender does not receive Borrower shall immediate a standard mortgage clause.

Unless Lender and Borrower otherwise agree in writing, the insurance carrier to Lender's approval which shall not be insurance carrier providing the insurance shall be maintained in the amount, plus and coverage" and any other hazards for which Lender insured against loss by fire, hazards included within the term, "and coverage" and coverage clause.

5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter created on the Property of the giving of notice.

Notice delivered to Lender, Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days prevent the attachment of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an affidavit the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to satisfy the lien pay all taxes and assessments, charges, fines and impossibilities attributable to the property which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any.

Note; to amounts payable under paragraph 2, or if not paid in escrow items, to Lender, to interest due, and last, to principal due. Paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to repayment charges due under the paragraph 3. Application of Law. Unless applicable law provides otherwise, all payments received by Lender under the application as agreed, appears the sums secured by this Security Instrument.

Upon deposit in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender in full of all sums secured by Lender, any funds held by Lender at the time of any funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall promptly refund to Borrower amounts necessary to make up the deficiency in one or more payments as received to Lender.

If the amount of the funds held by Lender, either promptly repaid to Borrower or escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as received to Lender.

This Security instrument is such an institution the funds shall apply the future monthly payments of funds prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items received by Lender, together with the due amount of the funds held by Lender, to be exceeded the amount required to pay the escrow items received by Lender, either promptly repaid to Borrower or escrow items when due, Borrower shall pay to Lender.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the principal of and interest on the debt evidenced by the Note and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due amounts of monthly payments of funds, if any; (c) yearly hazard insurance instruments; and (d) yearly leasehold payments of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (c) equal to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge. Borrower and Lender may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the funds to pay the escrow items, to the principal or interest in an institution the deposits of escrow items.

The funds shall be held in an institution the deposits of escrow items.

Basis of current data and reasonable estimates of future escrow items.

Mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the funds due on the

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

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