

# UNOFFICIAL COPY

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2 OF 2

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H-600649-C6

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## MORTGAGE

1987 THIS MORTGAGE ("Security Instrument") is given on ..... **JANUARY 13TH**,  
1987. The mortgagor is **THOMAS W. ADAMS AND**  
**JOANN. ADAMS HIS WIFE** ("Borrower"). This Security Instrument is given to  
**LAND OF LINCOLN SAVINGS AND LOAN**, which is organized and existing  
under the laws of **STATE OF ILLINOIS**, and whose address is .....  
**1400 NORTH CANYON DRIVE HOFFMAN ESTATES, ILLINOIS 60196** ("Lender").  
Borrower owes Lender the principal sum of **EIGHTY-FIVE THOUSAND AND 00/100**  
Dollars (U.S. \$.....**85,000.00**). 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 1ST, 2002**. 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 116 IN TEE BROOK VILLA UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE  
EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NUMBER: 27-14-105-011

D-B-O

DEPT-#1 RECORDING \$13.30  
T#4444 TRAN 0578 01/07/87 09:39:00  
R2352 # ID - 47 - 051115  
COOK COUNTY RECORDER

LAND TITLE AMERICA, INC.\*

which has the address of ..... **8430 FLAMINGO CIRCLE** ..... [City]  
Illinois ..... **60462** ..... ("Property Address"); [Zip Code]

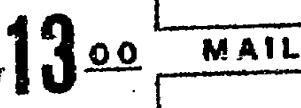
ORLAND PARK

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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT  
00486002492



Form 3014 12/83  
44713 BAF SYSTEMS AND FORMS  
CHICAGO, IL

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**11 NOV 1977** **INOFFICIAL COPY**

ת'רמ'

Notary Public

••• 61

Day

37

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Witnessed my hand and official seal this 16th day of January 1987

(he, she, they)

executed said instrument for the purposes and uses herein set forth.

(his, her, the

STATE OF ILLINOIS  
COOK COUNTY OF  
SS: {

<p style="text-align: right;">Instrument and in any order(s) except those by Borrower and recorded with it.</p> <p><b>THOMAS W. ADAMS</b> Borrower ..... ..... <i>[Handwritten signature over printed name]</i></p> <p><b>JOANN ADAMS</b> Borrower ..... ..... <i>[Handwritten signature over printed name]</i></p>	
<p>[Space Below This Line For Acknowledgment]</p>	

and (d) that failure to cure the defect in the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further inform Borrower of a default or any other defense of the right to assert in the foreclosure proceedings the non-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 further demand and may foreclose this Security Instrument by judicial proceeding. 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's fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of a period of redemption following sale, by agent or by judicially appointed receiver, shall be entitled to collect those rents possession of and manage 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 management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and collection of rents, including, but not limited to, the rents secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Lenders 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 rider shall be incorporated into and shall amend and supplement this instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be a part of this Security Instrument.

24. Family Rider.

NON-UNIFORM COVARIANTS. BOTTOWER AND LENDER further covariant 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 sum 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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Lender 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.

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

6. Preservation and Maintenance of Property; Lesseeshold. 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 leaseshold, Borrower shall comply with the provisions of the lease, and if Borrower acquires free title to the Property, the lessee hold and

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of any payment under paragraph 19 of the Proprietary Rights Agreement held 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 instrument immediately prior to the acquisition.

Unless Lennder and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property, if the restoration or repair is economically feasible and Lennder's security is not lessened. If the restoration or repair is not economically feasible or Lennder's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, within forty days of the filing of a claim against Lennder, or within thirty days of the filing of a claim against Borrower, whichever occurs first.

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 and receive all premiums paid by the Borrower. Lender and Borrower shall make arrangements for payment of loss, if there is a claim made by the Borrower. Lender and Borrower shall promptly notice to the insurance carrier and Lender and the carrier may make arrangements for payment of loss, if there is a claim made by the Borrower.

**5. Hazard Insurance.** Borrower shall keep the liability documents now existing or hereafter executed on the Property of the trustee in privity, hazard insurance included within the term "extended coverage", and any other hazards for which Lender requires against loss by fire, hazards maintained in the same amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval. The insurance carrier shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier shall be chosen by Borrower subject to Lender's approval. The insurance carrier shall be chosen by Borrower subject to Lender's approval.

Borrower shall promptly disclose, re: any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the amount of the obligation, secured by the lien in a manner acceptable to Lender; (b) consents in good faith to 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 amendment 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 affect the security over this Security Instrument, Lender may give Borrower a notice describing the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the service of notice.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impossibilities attributable to the property which may attach over this Security instrument, and lesseholder 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 makes these payments to the holder of the note or to the person to whom the note has been assigned. Borrower shall pay all taxes, assessments, charges, fines and impossibilities attributable to the property which may attach over this Security instrument, and lesseholder payments or ground rents, if any. Borrower shall pay all taxes, assessments, charges, fines and impossibilities attributable to the property which may attach over this Security instrument, and lesseholder payments or ground rents, if any.

**Applicant's signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Address:** \_\_\_\_\_ **Tel. No.:** \_\_\_\_\_

Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made on application raw  
receipts to be paid on the Funds. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender  
shall give to Borrower, without charge, an annual account of the Funds showing credits and debits to the Funds. And the  
purpose for which debt to the Funds was made. The Funds are pledged as additional security for the sums secured by  
this Security Instrument.

The Funds shall be held in institution the deposits or accounts of which are insured 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, Lender pays borrower interest on the Funds and applies law permits such a charge. Borrower and lender pay fees and expenses of attorney and other professional services in making the escrow items.

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 to the Proprietor, 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 and reasonable estimates of future escrow items.

**1. Payment of Principal and Interest; Prepayment and Late Charge.** 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.** Subsection 10 of Article 11 of the Note shall apply.