

# UNOFFICIAL COPY

BEN 11/16  
PREPARED BY: JOANN BOLENS  
HINSDALE FEDERAL SAVINGS and LOAN  
P.O. BOX 386 HINSDALE, ILLINOIS 60521

87079105

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LOAN # 012-1305627

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 19,  
1987. The mortgagor is PAUL THOMAS CUSHING, A NEVER MARRIED PERSON,  
FEDERAL SAVINGS AND LOAN ASSOCIATION ("Borrower"). This Security Instrument is given to HINSDALE,  
under the laws of THE UNITED STATES, which is organized and existing  
GRANT SOUTH HINSDALE, IL 60521 ("Lender").  
Borrower owes Lender the principal sum of THIRTY THOUSAND AND NO/100  
Dollars (U.S.\$ 30,000.00). 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 MARCH 1, 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:

THE SOUTH 3.75 FEET OF THE NORTH 212.75 FEET OF THE EAST 48.0  
FEET OF BLOCK 5 IN DUNLOP'S ADDITION TO OAK PARK IN SECTION 13,  
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, & THE SOUTH 39 FEET OF THE EAST 117.25 FEET OF THE  
NORTH  $\frac{1}{2}$  OF THE SOUTH 138 FEET OF THE NORTH 278 FEET OF BLOCK 5  
IN DUNLOP'S ADDITION TO OAK PARK IN THE WEST  $\frac{1}{2}$  OF THE  
SOUTHEAST  $\frac{1}{4}$  & THAT PART OF THE EAST  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$   
LYING SOUTHEAST OF DESPLAINES AVENUE SECTION 13, TOWNSHIP 39  
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

DEPT-01 RECORDING \$14.00  
T#4444 TRAN 0148 02/09/87 14:13:00  
K3663 # T# N--157--079105  
COOK COUNTY RECORDER

permanent tax number 15-13-303-019

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which has the address of 849 DUNLOP FOREST PARK  
60130-2063 [Street] [City]  
Illinois 60130-2063 ("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 new 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 covenants and agree as follows:

**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 secured 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 laws 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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If Lender requires payment in advance as a condition of making the loan secured by this Security Instrument, Borrower, this Security Interest shall not apply in the case of acceleration of principal payments if 17.

Borrower, this Security Interest and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this Security Interest shall continue unchanged Upon receipt of any payment by Lender or if any payment by Lender is required to assure that the loan of this Security Interest shall be paid within the time specified for the return of such payment, Borrower's obligation to pay the sum secured by this Security Interest shall continue unchanged. Lender's rights in the Property and Borrower's responsibility to pay the amount of any award or claim for damages, direct or consequential, in connection with such payment, are hereby assumed by the Borrower, provided that such payment does not exceed the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security Interest shall be reduced by the amount of the proceeds multiplied by the following fraction: (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 notice is given, Lender is awarded or collects a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is made, Lender may sue to collect the amount of the proceedings to pay principal shall not exceed the amount of the proceeds plus interest at the rate of 12% per annum from the date the notice was given, to the date of judgment, or if the judgment is not satisfied within 30 days, to the date the award is issued.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument, unless Borrower, 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 proceeds shall be paid to Borrower and Lender in proportion to their ownership interest in the Property, or to the Lender if the Lender has an undivided interest in the Property.

**8. Losses.** Lender may sue to collect any damage or loss sustained by Lender upon any insurable or applicable law.

**9. Condemnation.** The proceeds of the same or part of the Property, or for damages arising from the taking, or for costs or expenses of repairing or replacing the Property, or for damages or other losses arising from the taking, or for consequential damages, or for any other damages, Lender shall give Borrower notice of the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Borrower.** Prior Release; Right to Sell. Extension of the time for payment of such payments, postponement of the due date of the non-interest bearing promissory note to in parades, any application of proceeds to principal shall not exceed the amount secured by this Security Interest and assignees of Lender and Seller. The coverage and agreements of this Security Instrument shall be joint and several liability.

**11. Successors and Assigns; Joint and Several Liability; Covenants.** The covenants and agreements of this Security Interest shall be joint and several liability.

**12. Loan Charges.** If the loan secured by this Security Interest is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest or other loan charges collected or to be collected in amounts, and by any other address Borrower describes by his notice to Lender. Any notice of Lender shall be given by mailing it by first class mail unless application of another method. The notice shall be given by deliverying it to the Borrower or any other address described by his notice to Lender. Any notice given to Lender shall be given by deliverying it to his address described in this Note or to his address described by his notice to Lender. Any notice given to Lender shall be given by deliverying it to the Borrower or any other address Borrower describes by his notice to Lender. Any notice given to Lender shall be given by deliverying it to his address described in this Note or to his address described by his notice to Lender.

**13. Lender's Attorney Fees.** If contractor of any kind for services described in this Note or to Lender, including any real estate taxes, recording fees, attorney fees, court costs, and any other expenses incident to the preparation of this Note or by rendering services, or by retaining Lender to defend this Note or to Lender, Lender shall be given to Lender a reasonable attorney fee or legal expenses, and may include any reasonable attorney fees, recording fees, court costs, and any other expenses incident to the preparation of this Note or by rendering services, or by retaining Lender to defend this Note or to Lender, including any real estate taxes, recording fees, attorney fees, court costs, and any other expenses incident to the preparation of this Note or by rendering services, or by retaining Lender to defend this Note or to Lender.

**14. Notice.** Any notice to Borrower provided for in this Security Interest shall be given by deliverying it to the Borrower or by mailing it by first class mail unless application of another method. The notice shall be given by deliverying it to the Borrower or any other address described by his notice to Lender. Any notice given to Lender shall be given by deliverying it to his address described in this Note or to his address described by his notice to Lender.

**15. Lender's Address.** If contractor of any kind for services described in this Note or to Lender, including any real estate taxes, recording fees, attorney fees, court costs, and any other expenses incident to the preparation of this Note or by rendering services, or by retaining Lender to defend this Note or to Lender.

**16. Borrower's Copy.** Borrower shall be given one copy of this Note and of this Security Interest.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property is sold or transferred and Borrower is in default of payment of any amount due under this Note, Lender shall be given a copy of the Note or any document giving notice of the transfer, and Lender may exercise any right to cure or accelerate this Note.

**18. Borrower's Right to Remedies.** If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Interest without further notice of demand or notice.

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 given to pay the sums paid to the Borrower in the period of acceleration by Lender.

If this Security Interest is sold or transferred and Borrower must pay all sums secured by the Note or any other instrument of record in this Note, 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 given to pay the sums paid to the Borrower in the period of acceleration by Lender.

**19. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property is sold or transferred and Borrower is in default of payment of any amount due under this Note, Lender shall be given a copy of the Note or any document giving notice of the transfer, and Lender may exercise any right to cure or accelerate this Note.

**20. Note Covenants.** This Note contains the following provisions of this Security Interest and the Note can be given effect without the contradictory provision. To the extent that any provision of this Security Interest contradicts or conflicts with the Note, such conflict shall not affect other provisions of this Security Interest or the Note.

**21. Governing Law; Severability.** This Note and the provisions of this Security Interest and the Note can be given effect without the contradictory provision. To the extent that any provision of this Security Interest contradicts or conflicts with the Note, such conflict shall not affect other provisions of this Security Interest or the Note.

**22. Borrower's Right to Remedies.** If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Interest without further notice of demand or notice.

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LOAN NO. 012-1305627

## RIDER

This Rider is made this NINETEENTH day of JANUARY, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned ("the borrower") to secure Borrower's Note to HINSDALE FEDERAL SAVINGS and LOAN ASSOCIATION [the "Lender"] of the same date (the "Note") and covering the property described in the Security Instrument and located at 849 DUNLOP FOREST PARK, IL 60130-2063 (PROPERTY ADDRESS)

If anything contained in this Rider shall be inconsistent in any way with the Security Instrument, the terms and conditions of this Rider shall control.

To more fully define what is meant in paragraph 17 of the Security Instrument concerning transfer of property, change in ownership shall mean any transfer of title to the subject premises, whether direct or indirect, which shall include, but not be limited to, by virtue of the generality thereof, an option to purchase contained in a lease or in a separate document, a change of ownership of more than ten percent of the corporate stock whether common or preferred, if the borrower is a corporation, or, a change of more than ten percent of the ownership of the beneficial interest in a land trust, if the borrower is a land trust. The meaning of this provision is that there shall be an acceleration of the obligation as set forth in the Security Instrument in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable, or otherwise, whether it be directly or indirectly, of the premises covered hereby without the consent of the mortgagee.

By signing this, Borrower agrees to all of the above.

PAUL THOMAS CUSHING (BORROWER)

(Seal)

(BORROWER)

(Seal)

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Property of Cook County Clerk's Office

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INDEXED  
SERIALIZED  
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