

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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87081194

1987 FEB 10 PM 12:02

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[Space Above This Line For Recording Date]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 2, 1987. The mortgagee is TERRENCE J. NORAN, A BACHELOR & CATHERINE M. GRIFFIN, A SINGLE PERSON NEVER HAVING BEEN MARRIED & WILLIAM E. MORAN, MARRIED TO MARY ALICE MORAN. This Security Instrument is given to REGNEMY SAVINGS BANK, A FEDERAL SAVINGS BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is NAPERVILLE ILLINOIS ("Lender").

Borrower owes Lender the principal sum of EIGHTY FIVE THOUSAND AND 00/100ths.

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 MARCH 1, 2011. 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 49 IN ARLINGDALE, BEING HARRY J. ECKHART'S SUBDIVISION OF THE WEST 2346 FEET OF THE NORTH 1/2 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF CHICAGO AND NORTH WEST RAILROAD, IN COOK COUNTY, ILLINOIS.

P.T.N. 03-30-117-024

DEO

\*THIS DOES NOT CONSTITUTE HOMESTEAD PROPERTY FOR MARY ALICE MORAN

87081194

which has the address of 1110 EUCLID [Street], ARLINGTON HEIGHTS [City],

Illinois 60005 ("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.

FNMA-FHLMC UNIFORM INSTRUMENT

SP-40-7-86

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BOX 333 - TH

NAPERVILLE IL 60566

24 NORTH WASHINGTON STREET

This instrument was prepared by SONIA MEDINA

(SEAL)

Notary Public

State of:

12-4-88

My Commission Expires:

Witness my hand and official seal this

(he, she, they)

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

(his, her, their)

THEY  
executed name, and acknowledged said instrument to be  
TERRENGE J. MORAN A BACHELOR A SINGLE PERSON NEVER MARRIED TO PERSONALLY APPENDED  
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have  
TERRENGE J. MORAN & CATHERINE M. GRIFFIN & WILLIAM E. MORAN TAKEN MY AFFECTIONATELY  
a Notary Public in and for said County and State, do hereby execute MORNAN

SS:

COUNTY OF:

STATE OF:

87081194

[Space Below This Line For Acknowledgment]

CATHERINE M. GRIFFIN  
WILLIAM E. MORAN  
TERRENGE J. MORAN  
MILLER, E. MORAN  
Borrower  
(Seal)

WILLIAM E. MORAN  
Miller, E. MORAN  
Borrower  
(Seal)

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and in any  
order(s) executed by Borrower and record with it.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the covnentants and agreements of each such rider shall be incorporated into and shall amend and supplement the  
covnentants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boxes(es)]
- Adjustable Rate Rider     Condominium Rider     2-4 Family Rider  
 Grandparent Rider     Planned Unit Development Rider  
 Other(s) [Specify] \_\_\_\_\_

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner 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. Noticees.** 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 the 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 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 13 or 17.

## NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**19. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or 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 attorneys' 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 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 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 reasonable attorneys' fees, and then to the sums 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.

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In the event of a total taking or the Promoter, the proceeds shall be applied to the units 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 local amount of the sums secured immediately before the taking, divided (b) the fair market value of the Property.

nation or other banking or financial institution, or for conveyance in lieu of compensation to be paid to Lender.

**8. Inspection.** Landlord or his agents may make reasonable entries upon and inspections of the Property; Landlord shall give due notice at the time of or prior to an inspection and cause for the inspection.

the premises required to manufacture the substance as is contained in or used in the manufacture of such article.

any instruments executed by Borrower and Lender agree to the terms of payment and shall be payable, with interest, upon notice from Borrower requesting payment at the date of disbursement.

such as a procedure in bankruptcy, probate, for conveyance or to enforce laws or regulations (such as a procedure in bankruptcy, probate, for conveyance or to enforce laws or regulations) which is a legal proceeding that may affect lenders' rights in the property (such as a procedure in bankruptcy, probate, for conveyance or to enforce laws or regulations) which is a legal proceeding that may affect lenders' rights in the property.

7. Protection of Leender's Rights in the Property: Mortgagee Insurance. If Borrower fails to perform the events and to the merger in writing.

6. Preparation and Maintenance of Property: Lessees shall not damage or substandardly change the property, allow the property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the

Property is required to make payments due at the earliest date possible. Borrowers are entitled to any sums secured by their security instrument (mortgage), subject to the Prepayment Protection Clause.

may use the proceeds 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 prepayments shall not extend or postpone the

Each community, therefore, is entitled to receive a copy of the insurance policy and to inspect it at any time.

Unless otherwise agreed by the parties, the terms and conditions of this Agreement shall apply to all subsequent renewals or extensions of this Agreement.

the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewals of loss if not made monthly by Borrower.

All insurance policies and renewals shall be acceptable to Lender, and shall include a standard mortgage clause. Lender shall have the chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

actions set down in more detail below within 10 days of the publication of the notice of intention to proceed.

to this Security Instrument. It Lender may determine that any part of the Property is subject to a lien within which may extend priority over this Security Instrument. Lender may demand payment of all or any part of the amount due under this Security Instrument at any time before or after maturity.

to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) commences in good faith the lien by, or defers an assignment of any part of the proceeds of the Note to Lender; or (c) fails to make prompt payment of the principal amount of the Note when due.

Borrower shall promptly furnish to Lender notices of amounts to be paid under each of the foregoing.

4. **Chargers**: Lender, Borrower shall pay for taxes, assessments, charges, if any. Borrower shall pay debts or obligations which may attain priority over this Security instrument, and established payments for ground rents, if any.

and 2 shall be applied. First, to hire charges due under the Role; second, to prepayment charges due under the Note; third, to amounts payable under the Note; and last, to interest due and less, if principal due.

3. **Assignment of Premises.** Unless otherwise provided by law, all premises described by the Leader under paragraph 1

Upon payment in full of such sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If less than immediately prior to the date of payment in full of the Property is sold or acquired by Lender, Lender shall apply no later than immediately prior to the date of payment in full of the Property to the payment of the amount paid by Lender.

promised to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more monthly payments of Funds. If the amount of the funds held by Lender is not enough to pay the escrow items, Lender may require Borrower to prepay the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, in Borrower's option, either

If the amount of the funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates sums exceed by this Security Instrument.

Funds were used to buy books and supplies for the library. The Friends also helped to establish and maintain a reading room for the public. The Friends were instrumental in getting the library established and in helping it to grow.

(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, unless Lender incurs additional expenses in connection therewith. Borrower and Lender shall be liable on the and applicable laws to defraud the Funders, and failing to do so, Lender shall be liable to the Funders for the amount of the advance and interest paid by the Funders, and for all costs and expenses incurred by the Funders in connection therewith.

Properties in my: (c) yearly accrued insurance premiums; and (d) yearly monthly escrow items. These items were called "escrow items" because they had to be paid in installments over time.

2. **Fundamental risks and instruments.** Subject to applicable law or to 10 written notice under the Note, until the Note is paid in full, a sum ("Fund") equal to one-tenth of the principal amount payable on the Note, plus interest thereon at the rate of 12% per annum, plus expenses and costs of collection, may be drawn periodically over this Security Instrument:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal

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RIDER 7031174

This Rider is made this 2nd day of FEBRUARY, 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 **REGENCY SAVINGS BANK, A Federal Savings Bank** (the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at \_\_\_\_\_

1110 EUCLID, ARLINGTON HEIGHTS, IL 60005

Property Address

- (1) Borrower and Lender agree that notwithstanding anything contained in covenant 21 of the Mortgage, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- (2) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Mortgage, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER, has executed this RIDER.

Terrance J. Moran  
(BORROWER)

TERRENCE J. MORAN

Catherine M. Griffin  
(BORROWER)

CATHERINE M. GRIFFIN

TERRENCE  
M. GRIFFIN

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