

UNOFFICIAL COPY

87107807

[Space Above This Line For Recording Data]

MORTGAGE

208909-2

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 20
19 87 The mortgagor is BERTHA R. JOHNSON, SINGLE, NEVER MARRIED

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 ("Lender"). Borrower owes Lender the principal sum of SIXTY SIX THOUSAND SEVEN HUNDRED AND NO/100

Dollars (U.S. \$ 66,700.00). 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, 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 115 IN HILLCREST SUBDIVISION FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13, EAST ON THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C-E-6
28-36-112-019 ✓

which has the address of 3105 OAKWOOD DRIVE
(Street)
Illinois 60429 ("Property Address");
(Zip Code)

HAZEL CREST
(City)

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.

UNOFFICIAL COPY

ATTORNEY IN FACT
 BOX 130
 RECORD AND RETURN TO:
 THE TRAILMAN HOME FEDERAL SAVINGS AND
 LOAN ASSOCIATION OF ILLINOIS
 5501 SOUTH KEDZIE AVENUE
 CHICAGO, ILLINOIS 60629

RECORD AND RETURN TO:
 BOX 130

PREPARED BY:
 SUE SYMIESZ
 CHICAGO, IL 60629

My Commission expires:
 11/2/89

Customer Account
Notary Public

Given under my hand and official seal, this
 20th day of February, 1987

signed and delivered the said instrument as hereunder,
 free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
 personally known to me to be the same person(s) whose name(s) is

do hereby certify that BERTHA R. JOHNSON, SINGLE, NEVER MARRIED

, a Notary Public in and for said county and state,

County ss: Cook
 STATE OF ILLINOIS,

The Undersigned

(Space Below This Line for Acknowledgment)

(Seal)
 Borrower

(Seal)
 Borrower

(Seal)
 Borrower

(Seal)
BERTHA R. JOHNSON,
(Seal)
 NEVER MARRIED

instrument and in any rider(s) executed by Borrower and recorded with it.
 By SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security

Other(s) [Specify]

Graduate Library Rider

(Box)

(Box)

Planned Unit Development Rider

Adjustable Rate Rider

(Box)

instrument which contains all applicable boxes].
 instrument, the convenants and agreements of this Security instrument as if the rider(s) were a part of this Security
 23. Riders to this Security instrument, if one or more riders are executed by Borrower and recorded together with
 this Security instrument, the convenants and agreements of each such rider shall be incorporated into and shall amend and
 supplement this instrument. If any rider is recorded together with

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

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 to the holder of the sums secured by this Security instrument.
 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 payments of the
 costs of management of the property, including rents, included, but not limited to, receiver's fees, premiums on
 receiver's bonds and reasonable attorney's 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
 but not limited to, reasonable attorney's fees and costs of title evidence,
 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
 this Security instrument without further demand and may foreclose this Security instrument in full of all sums secured by
 before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured on or
 subsequent to the date of default or any other default of Borrower to accelerate and foreclose. If the default is not cured on or
 before the date specified in the notice, Lender may assert in the foreclosure proceeding the non-
 performance Borrower of the right to accelerate and the right to foreclose. The notice shall be given in writing
 secured by this Security instrument for collection by judicial process and sale of the property. The notice shall be given in the
 form (d) that failure to cure the default on or before the date specified in the notice may result in the sale of the sums
 and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
 unless otherwise agreed by Lender, failure to cure the notice is given to Borrower to accelerate and the default is not cured on or
 before the date specified in the notice, Lender shall be entitled after acceleration and the notice is given to Borrower to
 demand payment of the balance due on the note.

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;
 unless applicable law provides otherwise) (d) the date the default is cured.

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

UNOFFICIAL COPY

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.

8/20/2022

UNOFFICIAL COPY

1. Payment of Premiums. Borrower and Lender agree as follows:

The principal of and interest on the debt evidenced by the Note and Late Charges, Borrower shall pay when due
 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay when due
 state agency (including Lender) if Lender is such an institution the deposits or accounts of which are insured by a federal or
 Lender may not charge for holding and applying the Funds, unless Lender is entitled to pay very little escrow items.
 Lender may agree in writing that interest on the Funds and applicable law permits Lender to make such a charge, Borrower and
 Lender may agree to be paid, Lender shall be required to pay the escrow items when due, the excess shall be,
 the due dates of the escrow items, shall exceed the amount due to pay the escrow items of Funds payable prior to
 Any Funds held by Lender, either promptly repaid to Borrower or credited to pay the escrow items of Funds, If the
 amount necessary to make up the deficiency in one or more payments as required by Lender,
 funds held by Lender in full or all sums received by this Security instrument, Lender shall promptly refund to Borrower
 Note: third, to amounts payable first, to late charges due under the Note; second, to payments received by Lender under
 4. Charges; Lines. Note: under paragraph 2; fourth, to interest due; and last, to principal due.

3. Application of Payments. Unless applicable law prohibits otherwise, all payments other than those received by Lender
 agree to the payment of attorney's fees, interest, expenses, and costs in any action to collect amounts due under this
 Lender shall have the right to hold the policies and renewals, if Lender recalls, Borrower shall include a standard mortgage clause.
 All insurance policies and renewals shall be accepted by Lender in a manner acceptable to Lender: (a) contents in good
 faith the lien by, or demands against obligateto secured by the lien in a manner acceptable to Lender; (b) contents in good
 agrees in writing to the payment of priority over this Security instrument unless Borrower:
 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property
 measured against hazards included within the term "extended coverage" and any other hazards for which Lender
 requires insurance, This insurance shall be maintained in the amount, "extended coverage," and any other premiums
 imposed by fire, hazards, including taxes, assessments, charges, rents and impositions attributable to the
 insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.
 Lender shall receive all receipts of paid premiums and renewal notices, If Lender recalls, Borrower shall promptly give to Lender
 carrierto and Lender, Lender may merge unless Lender agrees to the merger in writing, any insurance proceeds to repair
 unless Lender and Borrower otherwise agree in writing, any insurance proceeds to principal or interest or
 unless Lender is given.

6. Reservation of Property; Leases. Borrower shall not destroy, damage or substa-

tionally change the property to any insurance policies which Lender is not entitled to the extent of the sum secured by this Security instrument.
 7. Protection of Lender's Rights in the Property; Mortgagor 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, or probate, for confirmation of the property and Lender's rights
 in the property, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights
 in the proceedings, then Lender is a party to the proceedings (such as a proceeding in bankruptcy, or probate, for confirmation of the property and Lender's rights
 in the property), Lender does not have to do so.

Securitization Disbursement. Unless Borrower and Lender under this paragraph shall become liable from
 the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower
 that date of disbursement, unless Borrower and Lender agree to other terms, the amounts shall bear interest from
 the date of disbursement, unless Borrower and Lender under this paragraph shall be liable from the date of disbursement
 to the date of payment in court, paying reasonable attorney's fees and entitling to make reparation to
 instruments, appearing in court, paying reasonable attorney's fees and entitling to make reparation to
 rights of property, Lender's actions may be proceeded by a lien which has priority over this Security instrument.
 then Lender may do a proceeding in bankruptcy, or probate, for confirmation of the property and Lender's rights
 in the proceedings, then Lender is a party to the proceedings (such as a proceeding in bankruptcy, or probate, for confirmation of the property and Lender's rights
 in the property), Lender does not have to do so.

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

Lender may merge unless Lender agrees to the merger in writing.

**Change of the Property, allow the Borrower to corrective or common waste. If this Security instrument is on a leasehold and
 charge the property to any insurance policies which Lender is not entitled to the extent of the sum secured by this Security
 instrument.**

6. Preservation of Leases. Borrower shall not destroy, damage or substa-

tionally change the property prior to the acquisition.

UNOFFICIAL COPY

3710730 /
ADDENDA TO MORTGAGE LOAN ASSUMABILITY RIDER

208909-2

This Loan Assumability Rider is made this 20TH day of FEBRUARY 1987 , and is incorporated into and shall be deemed to amend and supplement a Mortgage dated of even date herewith, given by the undersigned (herein "Mortgagor") to secure Mortgagor's Note to

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS or its assigns (herein "Mortgagee") and covering the Property described in the Mortgage and located at

3105 OAKWOOD DRIVE, HAZEL CREST, ILLINOIS 60429

In the event that Mortgagee's Note has been assigned to The First National Bank of Chicago, as Trustee pursuant to that certain Trust Indenture dated as of June 1, 1985, with the County of Cook, Illinois, then upon sale, rental or other disposition or transfer of title or possession, whether voluntary, involuntary or by operation of law, of all or any part of the Property, or upon any assumption of the Mortgage by, a person ineligible to receive a mortgage loan under or at a price in excess of that permitted under the County of Cook, Illinois 1985 Single Family Mortgage Purchase Program, Mortgagee may, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable and exercise any of the remedies provided under the Mortgage, except to the extent that such acceleration and in such particular circumstances where exercise of such a right by Mortgagee is prohibited by law. The provisions hereof shall prevail notwithstanding any contrary provisions in any note or other instrument which evidences the obligations hereby secured. Mortgagor shall notify Mortgagee promptly in writing of any transaction or event which may give rise to a right of acceleration hereunder. Mortgagor shall pay to Mortgagee all damages Mortgagee sustains by reason of the breach of the covenant of notice set forth herein.

✓ Bertha R. Johnson

Mortgagor
BERTHA R. JOHNSON/SINGLE, NEVER MARRIED

28-36-112-019

Mortgagor

RECORD AND RETURN TO:
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
CHICAGO, ILLINOIS 60629
ATTN: SUE STYMIEST

8710730 /
208909-2

UNOFFICIAL COPY

37107307

LOAN FRAUD RIDER

208909-2

This Loan Fraud Rider is made this 20TH day of FEBRUARY 19 87, and is incorporated into and shall be deemed to amend and supplement a Mortgage dated of even date herewith, given by the undersigned (herein "Mortgagor") to secure Mortgagor's Note to

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS or its assigns (herein "Mortgagee") and covering the Property described in the Mortgage and located at

3105 OAKWOOD DRIVE, HAZEL CREST, ILLINOIS 60429

Upon discovery of fraud or misrepresentation by the Mortgagor or by the grantor of the Property to the Mortgagor (herein "Grantor") or any defect or inaccuracy which in the judgment of the Administrator of the County of Cook, Illinois, 1985 Single Family Mortgage Purchase Program (hereafter, the "Program") through which the related Mortgage Loan is being financed is material, with respect to any information provided by the Mortgagor in the mortgage application or Mortgagor's Affidavit executed in connection with Mortgagor's Note or with respect to any information provided by the Grantor in the Seller's Affidavit executed in connection with the Program, Mortgagee may, at Mortgagee's sole discretion, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable. The provisions hereof shall prevail notwithstanding any contrary provisions in any note or other instrument which evidences the obligations hereby secured. Mortgagor shall notify Mortgagee promptly in writing of any transaction or event which may give rise to a right of acceleration hereunder. Mortgagor shall pay to Mortgagee all damages Mortgagee sustains by reason of the breach of the covenant of notice set forth herein.

28-36-112-019

Bertha R. Johnson
Mortgagor

BERTHA R. JOHNSON/SINGLE, NEVER MARRIED

RECORD AND RETURN TO:

THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
5501 SOUTH KEDZIE AVENUE
CHICAGO, ILLINOIS 60629

Mortgagor

ATTN: SUE STYMIEST

UNOFFICIAL COPY

87107807

Property of Cook County Clerk's Office

COOK COUNTY RECORDER
REC'D # 44 46-87-107807
435333 TRAN 5320 02/25/87 10:42:00
DEPT-01 RECORDING \$15.00