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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 16, 1987. The mortgagor is Gilbert S. Balun and Geraldine Balun, his wife ("Borrower"). This Security Instrument is given to FIDELITY, FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN, which is organized and existing under the laws of the United States of America, and whose address is 8532 West Cicero Road - Berwyn, Illinois 60402 ("Lender"). Borrower owes Lender the principal sum of FORTY-FIVE THOUSAND AND 00/100 * * * * * Dollars (U.S. \$45,000.00). 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, 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 10 IN BLOCK 8 IN CHICAGO TITLE AND TRUST COMPANY FOREST PRESERVE ADDITION TO LA GRANGE PARK, BEING A RESUBDIVISION OF THE WEST 1/2 OF THE WEST 122.02 ACRES OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1924 AS DOCUMENT 8408349 IN COOK COUNTY, ILLINOIS.

PTN: 15-27-317-022-0000M-L

which has the address of 1208 Cleveland, LaGrange Park,
(Street) (City)
Illinois 60525 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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ANSWER-PAPERS

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My Communication Experiences

... **JOEY ZWICKER** ... 511 DEPT. S., BALTIMORE, MD. 21210. HIS WIFE, ... PERSONALLY APPARED
... 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,
... executed same, and acknowledged said instrument to be ... **TRUE** ... free and voluntarily set and seal said instrument.
... **THEY** ... executed said instrument for the purposes and uses herein set forth.
... (his, her, their)
... witness my hand and affixed seal this
... day of day of

STATE OF
COUNTRY OF
{
SS: DIA 62

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BURWYN
6632 WEST CERMAK ROAD
BURWYN, ILLINOIS 60402

BOX 833-BV

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[Space Below This Line for Acknowledgment]

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—BOFFA

Baron de la Motte

BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT.

- Adjunctive Kite Rider
- Condorminium Rider
- 2-4 Family Rider
- Grandparent Daydream Rider
- Planned Unit Development Rider

22. **Waiver of Non-Waivable Bottower Waivers** In the event of non-compliance, Bottower waives all rights to non-waivable exemptions except as provided in the property.

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 judgment sale, Lender (in person, by agent or by judicial appointment receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of such property including those past due. Any rents collected by the receiver shall be applied first to payment of the premiums on recievers bonds and then to the security instruments.

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 recording costs.

19. Acceleration: Non-Contractual Covenants. Borrower shall give notice to Borrower's prior to accelerating Borrowing. Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless otherwise provided 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 sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property. The notice shall further advise the Borrower to return all instruments held by the Lender without prejudice to the rights of the Lender under this instrument without further demand and may foreclose this Security Interest in full if all sums received by the Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, inclusive.

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UNIFORM COVENANT. Borrower and Lender covenant 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 amount, 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 no 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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18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement instruments disconnected at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reconnection) before sale of the property pursuant to any power of sale contained in this instrument or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays all expenses incurred in connection with this instrument and the Note had no acceleration accrued; (b) cures any default of any other covenants or requirements; or (c) pays all expenses incurred in connection with this instrument, including, but not limited to, reasonable attorney fees, costs, and (d) takes such action as Lender may reasonably require to restore the instrument, including, but not limited to, reasonable attorney fees, costs, and (e) secures title to the instrument by recording a quitclaim deed to the instrument in the name of Lender.

If 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 of Borrower.

16. Borrower's Copy. Borrower shall be given one copy of this Security Instrument.

17. Transfer of Property or Beneficial Interest in Borrower. If all or any part of the property or beneficial interest in Borrower 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 his option, require immediate payment in full of all sums secured by this Security Instrument, However, this option shall not be exercisable by Lender if exercise is prohibited by

Security instruments shall be deemed to have been given to Borrower or Lender when given as provided for in this Agreement.

13. **Legislative Action** *Without any preparation, you will be unable to make your case effectively.* If constituents write their elected officials, they can have a significant impact on legislation.

12. **Loan Charges.** If the loan received by the Security Instrument is subject to a law which sets maximum loans under the Note or by making a repayment to Borrower, Lender may choose to make this refund by reducing the principal owed permitted limits will be reduced to the permitted limits; and (b) any sums already collected from Borrower which exceed necessarily to reduce the charge to the permitted limit; etc.: (a) any such loan charge shall be reduced by the amount connection with the loan exceed the permitted limits, etc.: (a) any such loan charge shall be reduced by the amount

11. Successors and Assignees; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind all successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to Lender and Borrower, subject to the terms of this Security Instrument.

... by the original Bottlerocket. Information about the original Bottlerocket can be found in the section of this website dedicated to the history of the original Bottlerocket.

Unlike a center and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the date of the monthly payments referred to in paragraph 1 and 2 of change; the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of specific damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is entitled to collect for damages, either to restore or repair or replace the property or

divide the proceeds multiplied by (b) the fair market value of the property immediately before the sale, Any balance shall be paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security, and shall be paid to Lender.

Condenser shall pay the premium required to insure in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or application for insurance in connection with the property, or for conveyance in lieu of condemnation, etc hereby