

UNOFFICIAL COPY

PREPARED BY: Joann Bolen
HINSDALE FEDERAL SAVINGS and LOAN
P.O. BOX 386 HINSDALE, ILLINOIS 60521

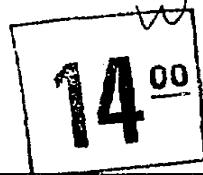
COOK COUNTY, ILLINOIS
THE FEDERAL SAVINGS AND

1987 MAR 17 PM 1:16

87143222

87143222

BOX 383-CA



[Space Above This Line For Recording Data]

LOAN # 001-1075228

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 17,
1987. The mortgagor is LAURA M. LEE, DIVORCED AND NOT REMARRIED,
("Borrower"). This Security Instrument is given to HINSDALE,
FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing
under the laws of the UNITED STATES, and whose address is P.O. BOX 386,
GRANT SQUARE, HINSDALE, IL 60521 ("Lender").
Borrower owes Lender the principal sum of SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100
Dollars (U.S. \$ 62,500.00). 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 APRIL 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, Illinois:

LOT 16 IN BLOCK 6 IN SUBDIVISION OF THAT PART (EXCEPT THE NORTH 241.56
FEET) LYING NORTH OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD OF WEST
 $\frac{1}{2}$ OF SOUTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF
THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

E. O. S.
PERMANENT TAX NUMBER 18-06-309-016-0000 VOL.078

87143222

which has the address of 320 JUSTINA, HINSDALE,
Illinois 60521-2417 (Street)
(Zip Code) (Property Address);

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

Notary Public

My Commission expires: 4/16/88

Given under my hand and official seal, this 25 day of July 1987
signed and delivered the said instrument as H.E.R. 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 she
personally known to me to be the same person(s) whose name(s) I.S.
do hereby certify that LAGURA, M. LEE, DIVORCED AND NOT REMARRIED
I, DONALD T. ST. HILIAIRE a Notary Public in and for said county and state,
set forth.

STATE OF ILLINOIS, DU PAGE Co. Notary ss:

(Space Below This Line for Acknowledgment)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

LAGURA M. LEE
X M. Lee
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with this Security
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security

Additional(s) [Specify] MORTGAGE RIDER-PARAGRAPH 17 SUPPLEMENT

Graduate Pay Rider Planned Unit Development Rider
 Adjustable Rate Rider Condominium Rider 2-4 Family Rider
Rider(s) to this Security Instrument, if one or more riders are executed by Borrower and recorded together with
this Security Instrument, the cover agreements and agreements of each Security Instrument as if the rider(s) were a part of this Security
Instrument and agreements of each Security Instrument shall be incorporated into and shall amend and
supplement the cover agreements, if any, rents collected by the receiver shall be applied first to payment of the
receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.
22. Waiver of Homestead. Borrower waives all right of homestead except in the Property.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
costs of management of the Property past due. Any rents collected by the receiver shall be applied first to payment of the
Property including those rents collected by the receiver or the receiver shall collect the rents of
appellee (receiver) shall be entitled to receive payment following judicial sale, Lender (in person, by agent or by judicially
prior to the expiration of any period of redemption following judicial sale, Lender at any time
prior to the expiration of any period of redemption 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 by judicial proceeding.
existsence of a default in the notice, Lender at its option may immediate payment in full of all sums secured by
Borrower of the rights to institute after acceleration and the right to assert in the foreclosure proceeding the non-
secured by this Security Instrument, foreclose by judicial proceeding. The notice shall affect
before the date specified in the notice to institute by 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
deemed (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 aggrieved 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;

19. Acceptation: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's
breach of any covenant in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17
unless aggrieved 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;

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

87143222

UNOFFICIAL COPY

UNIFORM COVENANTS, 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 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.

UNOFFICIAL COPY

18. Borrower's Right to Remonstrate. 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 for rescission) before sale of the Property pursuant to any power of sale contained in this Security law may specify for certain instruments) before sale of the Property or (b) ninety (90) days after the date of a judgment entered concerning this Security Instrument. Those conditions are that Borrower: (a) pays all expenses incurred in enforcing this Security Instrument and the Note had no acceleration occurring; (b) pays all other expenses of any kind or nature which would be due under the terms of any other agreements or arrangements of the parties; (c) pays all reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument is not limited to, reasonable attorney fees; and (e) cures any default of this Security Instrument and the Note had no acceleration occurring.

19. Borrower's Right to Remonstrate. 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 for rescission) before sale of the Property pursuant to any power of sale contained in this Security law may specify for certain instruments) before sale of the Property or (b) ninety (90) days after the date of a judgment entered concerning this Security Instrument. Those conditions are that Borrower: (a) pays all expenses incurred in enforcing this Security Instrument and the Note had no acceleration occurring; (b) pays all other expenses of any kind or nature which would be due under the terms of any other agreements or arrangements of the parties; (c) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument is not limited to, reasonable attorney fees; and (d) cures any default of this Security Instrument and the Note had no acceleration occurring.

Federal law as of the date of this Section shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date of notice to pay all sums secured by this instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this instrument further notice or demand on Borrower.

17. **Transfer of Property or Right to Copy.** Borrower shall not make any copy of the Note and of this Agreement without the prior written consent of Lender; however, this option shall not be exercised by Lender if exercise is prohibited by law.

15. Governing Law; Severability. This Security Instrument shall be governed by the law and the courts of the State of New York. Note which can be given effect without the conflicting provision. To this end the provisions 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 are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Lien Agreement shall be delivered in writing in 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 Borrower designates by notice to Lender. Any notice to Lender shall be given by telephone to Lender's address stated herein or any other address Lender designs, by notice to Borrower. Any notice first class mail to Lender shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. *Legislation Affecting Lenders' Rights.* If enacted under this Note or any provision of applicable law, this Note and its terms and conditions will be subject to such legislation as may affect the rights of the Lender.

II. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's covenants and agreements of Lender and Borrower, who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortagage, grant and convey the sums secured by this Proprietary Instrument; (b) is not personally obligated to pay the sums secured by this Proprietary Instrument; (c) agrees that Lender and any other Borrower may agree to pay model, forbear to make any accommodations with regard to the terms of this Security Instrument or the Note without further Borrower's consent.

postpones the due date of the monthly payments referred to in paragraphs 1 and 2 or changes the amount of such payments. 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's successors in interest of Borrower from responsibility for the monthly payments referred to in paragraphs 1 and 2 or changes the amount of such payments. 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's successors in interest of Borrower from responsibility for the monthly payments referred to in paragraphs 1 and 2 or changes the amount of such payments. Exemption of the time for payment of the amounts due under this Note from the requirement of paragraph 1 or 2 of this Note does not affect the liability of the original Borrower for the monthly payments referred to in paragraphs 1 and 2 or changes the amount of such payments.

If the property is damaged by damage to the property or otherwise, the owner may claim for damages to the property or otherwise, either to repair the damage or to replace the property.

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, the proceeds shall be applied to the sums secured by this Security Instrument, otherwise as provided by this Note.

If Lender shall pay the premium required to make the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance until such time as the requirement for the loan is satisfied or until such time as the insurance is terminated.

UNOFFICIAL COPY

LOAN NO. 001-1075228

RIDER

This Rider is made this SEVENTEENTH 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 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 320 JUSTINA

HINSDALE, IL 60521-2417
(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.

LAURA M. LEE

Laura M. Lee
(BORROWER)

(Seal)

(BORROWER)

(Seal)

87143222

UNOFFICIAL COPY

Case No. 00-00000000000000000000000000000000

Date: 00/00/00

Case Type: Domestic Relations

Plaintiff: John Doe, Plaintiff and Defendant

Defendant: Jane Doe, Defendant and Plaintiff
Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney
Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney
Plaintiff's witness: John Doe, Plaintiff and Plaintiff's witness
Defendant's witness: Jane Doe, Plaintiff and Plaintiff's witness

Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Plaintiff's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

Defendant's attorney: Attala, Attala & Associates, Plaintiff and Plaintiff's attorney

87143222

Property of Cook County Clerk's Office