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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 31  
 19 87 The mortgagor is **EDWARD J. WOOD AND DIEDRE M. WOOD, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **EQUITABLE FEDERAL SAVINGS BANK**  
 which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is  
**400 EAST MILITARY, FREMONT, NEBRASKA 68025**

Borrower owes Lender the principal sum of **SEVENTY-TWO THOUSAND AND NO/100** ("Lender").

Dollars (U.S. \$ **72,000.00**). 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 **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 County, Illinois:**  
**LOT 6 IN BLOCK 3 IN STEDHALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF LOTS 1 AND 2 IN THE NORTH EAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID SUBDIVISION, RECORDED SEPTEMBER 6, 1951 AS DOCUMENT 15163405 IN COOK COUNTY, ILLINOIS.**

*APO*  
 TAX ID NO.: **31-01-221-016-0000 IT**

DEPT-01 RECORDING \$14.25  
 T#4444 TRAN 0000 04/08/87 10:03:00  
 #2938 # ID \*-----  
 COOK COUNTY RECORDER

which has the address of **18416 ARGYLE AVENUE** HOMEWOOD (City)  
(Street)

Illinois **60430** ("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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Notary Public Seal State of Illinois Matthew T. Schmidle Notary Public Notary Public Seal SUITTE 120 361 FRONTAGE ROAD EQUITABLE MORTGAGE SERVICES JANICE RAYE AFTER RECORDING RETURN TO: PREPARED BY AND NOTARY PUBLIC
--

Notary Public

Given under my hand and official seal, this 21 day of May, 1987.

set forth.

signed and delivered the said instrument as **THEIR** 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 they  
, personally known to me to be the same person(s) whose name(s)

do hereby certify that **EDWARD J. WOOD AND DIEDRE M. WOOD**  
I, *Mary A. Wood*,  
, a Notary Public in and for said county and state,  
County ss:

STATE OF ILLINOIS.

(Space Below This Line for Acknowledgment)

Borrower  
(Seal)Borrower  
(Seal)DIEDRE M. WOOD  
*Mary A. Wood*  
(Seal)EDWARD J. WOOD  
*Edward J. Wood*  
(Seal)

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

- Other(s) [Specify] \_\_\_\_\_  
 Graduated Payment Rider  
 Planned Unit Development Rider  
 Adjustable Rate Rider  
 Condominium Rider  
 2-4 Family Rider

Instrument [Check applicable boxes]  
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument without charge to Borrower. Lender shall pay any recordation costs.  
22. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.  
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and  
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument.

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 affidavit)  
shall be entitled to receive possession of the Property, 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, fees and collection of rents, including, but not limited to, the receiver's fees, premiums on  
recovery, bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.  
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recovery, bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.  
22. Waiver of Homestead. Borrower shall be entitled to accelerate after reinstatement and the right to assert in the foreclosure proceeding the non-  
severed by this Security Instrument and sale of the notice may result in acceleration of the sums  
secured by this Security Instrument. Foreclosure by judicial procedure. If the notice specifies proceeding the non-  
severed by this Security Instrument and the date specified in the notice may result in acceleration of the sums  
and (d) that failure to cure the default prior to or before the date the notice is given to Borrower, by which the default must be cured;  
unless applicable law provides otherwise; (a) the notice shall specify; (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. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrowers

NON CONFORMING COVENANTS Borrower and Lender further covenant and agree as follows:

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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.

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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 than those set forth in this Note.

see note 7, Protection of Landlord's Rights in the Property, ALLOCATION 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 the value of the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Landlord may do and pay for whatever is necessary to protect the Property and Landlord's rights in the Property. Landlord's actions may incur costs and expenses which has priority over this Security Interest.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the moratorium by 90 minutes referred to in paragraphs 1 and 2 of change the amount of the sums received by this security under paragraph 1 of the Proprietary prior to the acquisition.

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 § 149-1 and Horowitz otherweise agree in writing, insurance proceeds shall be applied to restoration of repair of the property damaged, if the restoration of repair is economically feasible and less expensive than a security is not passed. If the restoration of repair is not economically feasible or less expensive than a security would be lessened, the insurance proceeds shall be applied to the sums needed by this Security for Leander's repair of his property, or to the sums needed by Leander to repair his property, or to the sums needed by Leander to repair his property, whichever of nor is due, with any excess paid to Horowitz. If Horowitz abandons the Property, or does not answer within 30 days a notice from Leander to [REDACTED] the insurance carrier has applied to the sums needed by this Security for Leander's repair of his property, whether or not less is due, with any excess paid to Horowitz.

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 until made prompt by Borrower.

**5. Hazard insurance** Insured against losses by fire, hazards included within the term "extreme coverage", elements now existing or created on the property insures against losses by fire, hazards included within the term "extreme coverage", and any other hazards for which Lender requires. This insurance covers the insured property for the amount of the insurance premium paid by the insured.

Borrower shall promptly discharge ... by this which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation, incurred by the lessee in a manner acceptable to Lender; or (b) commutes in good faith the lessor by a deed and assignments to Lender's pro rata share of the lessee's interest in the property.

receipts evidencing the payments.

Note: third, to amounts payable under paragraph 2; fourth, to interests due; and last, to principal due.

amount necessary to make up the deficiency in one or more payments as required by Lender.

If the amount due of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this security instrument

- 1. Payment of Principle and Interest Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest accrued on the debt evidenced by the Note and any prepayment 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 Note is paid in full; a sum ("Funds") equal to one-twelfth of (b) yearly insurance premiums for the property, if any; (c) yearly hazard insurance premium, and (d) yearly liability insurance premiums in any amount necessary to protect the property from damage or loss.