

# UNOFFICIAL COPY

37218300

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[Space Above This Line For Recording Data]

## MORTGAGE

19 87 THIS MORTGAGE ("Security Instrument") is given on APRIL 18,  
The mortgagee is Robert N. Anderson and Barbara W. Anderson, his wife

("Borrower"). This Security Instrument is given to MORTGAGE MART, A Division of Northern Illinois  
Financial Service Corporation which is organized and existing under the laws of State of Illinois  
745 Deerfield Road, Deerfield, Illinois 60015

("Lender").

Borrower owes Lender the principal sum of one hundred thirty three thousand and no/100\*\*\*\*\*

\*\*\*\*\* Dollars (U.S. \$ 133,000.00\*\*\*\*\*). 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 May 1, 2002. 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 20 in block 1 in Pine Crest, A Subdivision of part of the north 1/2  
of the south east 1/4 of the north west 1/4 of section 33, township 42  
north, range 13 east of the third principal meridian, according to the  
plat thereof recorded August 18, 1925 as document number 9008803, in  
Cook County, Illinois.

PIN# 05-33-13-014 DEPT-01 RECORDING #14.28  
1184444 TRAN 1104 04/20/87 10:16:00  
43493 W.D. 21-1000-123700  
MC OGO COOK COUNTY RECORDER

  
Mortgage Mart  
745 Deerfield Road  
Deerfield, IL 60015

which has the address of

1920 Highland Avenue  
(Street)

Willmette  
(City)

Illinois 60091-0000  
(Zip Code)

("Property Address");

-87-218300

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 seized 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  
[Signature]

My Commission expires:  
[Redacted stamp]

Given under my hand and official seal, this 18<sup>th</sup> day of April, 1987.

Set forth,

Signed and delivered the said instrument as  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
Andreson, his wife, personally known to me to be the same person(s) whose name(s)  
do hereby certify that Robert N. Andreson and Barbara M.  
I., Thomas R. Zanoni, a Notary Public in and County and State,  
County ss:

STATE OF ILLINOIS,

(Space Below This Line For Acknowledgment)

—Borrower  
—(Seal)

—Borrower  
—(Seal)

—Borrower  
—(Seal)

Barbara M. Andreson  
Robert N. Andreson

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

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

Instrument [Check applicable box(es)]  
23. Rider(s) to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of this Security Instrument as if the rider(s) were a part of this Security  
Supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
22. Waiver of Homestead. Borrower waives all right of homestead exemption 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  
recorder's bonds and reasonable attorney's fees, and then to the sums secured by this Security  
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the  
appomited receiver(s) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of  
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judiciable  
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 examination, fees and costs of title examination,  
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,  
before the date specified in the notice, Lender at its option may immediately pay the sum secured by  
existing or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or  
before the date specified in the notice, Lender may require immediate payment. The notice shall be given to the  
Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-  
severed by this Security Instrument, foreclosure by judicial proceeding in the notice shall further  
inform Lender of the date specified in the notice of the notice may result in acceleration of the sums  
and (d) that failure to cure the defect or reinstatement prior to the date specified in the notice shall sever  
unless a applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the  
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17  
19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

19. UNIFORM 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 the Note and Lender's written agreement or applicable law.

**8. Inspection.** Lender may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of 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 [REDACTED] 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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