

# UNOFFICIAL COPY

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71-07-668-60

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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## MORTGAGE

Loan # 50-10-000614

THIS MORTGAGE ("Security Instrument") is given on March 24  
1987 The mortgagor is Edward J. Bara and Barbara P. Bara, his wife

("Borrower"). This Security Instrument is given to Standard Federal Savings and Loan Association  
of Chicago which is organized and existing under the laws of the United States of America , and whose address is

4192 South Archer Avenue, Chicago, Illinois 60632-1890 ("Lender").  
Borrower owes Lender the principal sum of Forty Nine Thousand and No/100

Dollars (U.S. \$ 49,000.00) 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 19 in Block 4 in Arthur T. Mc Intosh and Company's Southlands Unit  
Number 2, being a subdivision in the South Part 1/4 of Section 25,  
Township 36 North, Range 12 East of the Third Principal Meridian, in  
Cook County, Illinois.

PIN # 27-25-405-006-0000

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which has the address of 17151 S. Olcott, Tinley Park  
(Street) (City)

Illinois 60477 ("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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This instrument was prepared by J. Wrobel, 5100 Forest Ave., Downers Grove, IL 60515

Given under my hand and official seal, this 24th day of April, 1987

set forth.

signed and delivered the said instrument as the trustee and voluntary act, for the uses and purposes therein

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. Bara and Barbara P. Bara, his wife

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

County as:

Cook

STATE OF ILLINOIS.

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[Space Below This Line for Acknowledgment]

Borrower  
(Seal)

Borrower  
(Seal)

Barbara P. Bara  
Edward J. Bara  
Borrower  
(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

Other(s) [Specify]

Graduate Tuition Rider

Planned Unit Development Rider

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Instrument. [Check applicable box(es)]

23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, if one or more riders are recorded together with this Security Instrument.

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

Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall pay any recordation costs.

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, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, 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 further demand and may foreclose this Security Instrument by judicial proceeding.

Lender shall be entitled to its option further to accelerate immediate payment by foreclosure or otherwise.

Excessive or a default or any other deficiency of Borrower to repossess the right to assert in the foreclosure proceeding the non-inform Borrower of the right to reinstate after acceleration and sale of the Property. The notice shall further

secured by this Security Instrument, recourseable by judicial proceeding and sale of the Property, Lender shall further

and (d) that failure to cure the deficiency in the notice may result in acceleration of the sums

and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

unless of any covenant or agreement prior to acceleration under paragraphs 13 and 17

breach of any covenant or agreement following following Borrower's

NON-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 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 sum 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 Interest. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate of interest, upon notice from Lender to Borrower requesting payment.

6. Preservation and Maintenance of Property: Lessees shall not damage or subvert any part of the Premises or any fixtures or equipment installed thereon without the written consent of Borrower.

Unless a Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the monthly payments referred to in paragraphs 1 and 2 of the agreement prior to the acquisition of the property by Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to the extent of the sums secured by this security instrument immediately prior to the acquisition.

The property of the *pro* sumis secured by this security instrument, which is of the month and day, year, is hereby given.

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause.

**3. Hazard Insurance.** Borrower shall keep the insurance premiums now existing or hereafter erected on the property measured against loss by fire, hazards included within the term "extreme hazard" and any other hazards for which Lender requires insurance insurance. This insurance shall be maintained in the amount and for the periods that Lenders require. The insurance carrier shall be chosen by Borrower and subject to Lender's approval which shall not unreasonably withhold.

**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) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (c) secures an enforcement of the obligation secured by the lien in a manner acceptable to Lender.

Borrower shall pay three obligors, i.e., the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay 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 all evidence of payment.

Note: third, to amounts payable under paragraph 2; fourth, to increase due, to principal due.

any Funds held by Lender in trust sufficient to pay the escrow amounts when due, Borrower shall pay to Lender any amount of the Funds held by Lender in trust sufficient to pay the escrow amounts when due, plus interest thereon at a rate of twelve percent (12%) per annum, until paid in full.

If the amount held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument,

Lender may agree in writing that interest on the Funds shall be paid on the Funds plus principal due under payments due under the Fund's terms and conditions.

The Funds shall be held in an institution the depositories 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 under the charge for holding and applying the Funds, and paying the escrow items, unless

one-tenth of (a) gravity rates and assessments which may thereby provide grounds for recovery of premiums, if any.

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.