

# UNOFFICIAL COPY

3724279

87244279

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## MORTGAGE

237567-2

THIS MORTGAGE ("Security Instrument") is given on **APRIL 29  
19 87** The mortgagor is **DAVID C. DOMBROW, SINGLE PERSON AND ROSEMARIE QUINLAN,  
SINGLE PERSON**

("Borrower"). This Security Instrument is given to **THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS** which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** and whose address is **4242 NORTH HARLEM  
NORRIDGE, ILLINOIS 60634** ("Lender").

\* Borrower owes Lender the principal sum of **SEVENTY EIGHT THOUSAND AND NO/100**

Dollars (U.S.) **78,000.00**. 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, 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 16 IN TIMBERLINE 1, BEING A SUBDIVISION OF PART OF LOTS  
1, 2, 3, 27 AND 28 OF COUNTY CLERK'S DIVISION OF SECTIONS  
29 AND 30, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

DEPT-01 RECORDING \$14.00  
74222 TRAN 0535 05/06/87 15:39:00  
#760 # C \*-87-244279  
COOK COUNTY RECORDER

*B. B. D.  
22-30-205-011*

which has the address of

**12 TIMBERLINE COURT**

[Street]

Illinois

**60439**

[Zip Code]

("Property Address");

LEMONT  
[City]

**14** 00

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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THE TALMUD HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
5501 SOUTH KEDZIE AVENUE  
CHICAGO, ILLINOIS 60629  
ATTENTION: SUSAN STYRIES

RECORD AND RETURN TO:  
BOX 130  
SUSAN STYRIES  
CHICAGO, IL 60629  
PREPARED BY:  
My Commission Expires: 3/3/91  
"OFFICIAL SEAL"  
Debra L. O'Shoughnessy  
Notary Public  
My Commission Expires: 3/3/91  
SUSAN STYRIES  
CHICAGO, IL 60629  
PREPARED BY:  
My Commission Expires:

1. The Undersigned  
. A Notary Public in and to said County and State,  
do hereby certify that DAVID C. DOMBROW, SINGLE PERSON AND ROSEMARIE QUINNLAN,  
. personally known to me to be the same person(s) whose narrative  
. ARS  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
The Y  
signed and delivered the said instrument as  
**THEIR** free and voluntary act, for the uses and purposes herein  
set forth.  
Given under my hand and official seal, this 29th day of April  
, 1987

<p>20. Lender in Possession. Upon acceleration 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 judiciable appellee) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those paid by the lessee prior to the date of sale, but not limited to payment of the costs of management, fees, and then to the sums secured by this Security Instrument.</p> <p>21. Release. Upon payment of all sums secured by this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.</p> <p>22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.</p> <p>23. Right to Sell. 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. (Check applicable box(es))</p>	<input type="checkbox"/> 2-1 Family Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Graduated Payment Rider <input type="checkbox"/> Adjustable Rate Rider
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19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless otherwise law provides) from the date the notice is given to Borrower, by which the default must be cured: (a) the notice shall specifically state the date the notice is given to Borrower, by which the default must be cured; (b) the notice shall specify (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; (e) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (f) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (g) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (h) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (i) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (j) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (k) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (l) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (m) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (n) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (o) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (p) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (q) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (r) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (s) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (t) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (u) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (v) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (w) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (x) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (y) the notice shall specify the date the notice is given to Borrower, by which the default must be cured; and (z) the notice shall specify the date the notice is given to Borrower, by which the default must be cured.

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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 shall become additional debt of Borrower secured by this Security Lien and shall bear interest at the rate and shall be payable, with interest, upon notice from Lender to Borrower the date of disbursement at the rate and shall be payable, with interest, upon notice from Lender to Borrower required to pay such amounts.

7. Protection of Lender's Rights in the Property: Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Agreement, or if Borrower fails to make payment of principal, interest, fees and taxes on the property, Lender may exercise his rights under the terms of this Agreement.

6. Preservation and Maintenance of Property; Leases; Holdovers. 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 lessee hold and

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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, if when the notice is given:

resoration of property is not covered by this Security Instrument unless it is held in escrow by a third party.

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

All insurance policies and renewals shall be receivable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender receives and records, Borrower shall promptly give to Lender all receipts of paid premiums and renewals. 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.

insured against loss by fire, hazards included within the term "extincted 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.

provided in the circumstances of the then existing circumstances of the parties to the contract, or (c) secures non-delivery of the goods by the seller if the buyer fails to pay the price or any part of the price within 10 days of the delivery of notice.

Borrower shall pay monthly installments of principal and interest over the term of the Note, plus any other amounts due under the Note.

4. **Charges:** Lessor, trustee shall pay all taxes, assessments, charges, fees and impositions attributable to the property which may arise by reason of interests, and such as to prevent or

*application as a credit against the sums secured by this security instrument.*

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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, Borrower shall pay to Lender any amount of the Funds held by Lender which is not sufficient to pay the escrow items when due, Borrower or credit to Borrower on monthly payments of Funds, if 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.

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.

state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items under payee's charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law under pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, Borrower authorizes Lender to pay Borrower interest on the Funds at the rate of 12% per annum.

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) credit taxes and assessments which may accrue prior thereto, (b) security instruments over the Note, and (c) credit taxes and assessments which may accrue prior thereto, less the amount paid in full, if any, on the Note.