

PREPARED BY: MARY LOU  
RETURN TO:  
COMMONWEALTH MORTGAGE CO OF AMERICA, L.P.  
5005 NEWPORT DRIVE #400  
ROLLING MEADOWS, ILLINOIS 60008

# UNOFFICIAL COPY

87290524

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on..... MAY 27TH.....  
 19 87.....The mortgagor is..... HOMER D. GREEN .., AND CHERYL J. GREEN HIS WIFE .....

MORTGAGE COMPANY OF AMERICA, L.P.,..... ("Borrower"). This Security Instrument is given to COMMONWEALTH.....  
 under the laws of..... DELAWARE....., which is organized and existing.....  
 SOUTH HOUSTON, TEXAS 77027....., and whose address is..... 2200 WEST LOOP.....

("Lender"). Borrower owes Lender the principal sum of..... FIFTY FIVE THOUSAND AND 00/100.....  
 Dollars (U.S. \$\*\*\*\*\*55,000.00....). 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..... JUNE 01, 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 3 IN RESUBDIVISION OF LOTS 11 TO 19 INCLUSIVE AND LOTS 21 TO  
 25 INCLUSIVE, ALSO 1/2 OF VACATED ALLEYS ADJOINING SAID LOTS  
 (SAID ALLEYS VACATED APRIL 22, 1955 AS DOCUMENT 16220395) IN  
 EM-LU-DEL SUBDIVISION OF LOTS 173, 174, 1975 AND 1976 OF  
 BROADVIEW, A SUBDIVISION OF SECTION 22, TOWNSHIP 39 NORTH, RANGE  
 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
 ILLINOIS.

Cook County Clerk's Office

TAX I.D.# 15-22-224-043 *AEOJm*  
 which has the address of... 2532 S... 16TH AVENUE....., ..... BROADVIEW.....,  
 (Street) (City)  
 Illinois..... 60153..... ("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 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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WITNESS:

IS HEREBY ACKNOWLEDGED.

RECEIPT OF A TRUE COPY OF THIS INSTRUMENT, PROVIDED WITHOUT CHARGE,

NOTARY PUBLIC

My Commission Expires Jan. 17, 1990

Notary Public, State of Illinois

Victoria Kavulushas

Official Seal

THE PURPOSES THEREBY EXPRESSSED THAT THEY SIGNED, SEALED AND DELIVERED THE SAME AS THEIR ACT AND DEED, FOR EXECUTED THE WITHIN INSTRUMENT, AND THEREUPON THEY ACKNOWLEDGED THAT HIS WIFE WHO, I AM SATISFIED, ARE THE PERSON(S) NAMED IN AND WHO SUBSCRIBER, PERSONALLY APPEARED HOMER D. GREEN, AND CHERYL J. GREEN ON THIS 27 DAY OF January, 1987 BEFOR ME, THE

STATE OF ILLINOIS, COOK COUNTY SS:

COOK COUNTY RECORDER  
REC'D # 12 46-789747 19-19-09  
T#4444 TRAN 1941 06/29/87 19-19-09  
\$10.00

DEPT-91 RECORDING  
BORROWER  
BORROWER  
(Seal)

BORROWER  
BORROWER  
(Seal)

CHERYL J. GREEN  
HOMER D. GREEN  
LAWRENCE & LEON

and in any order(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

Supplement the covenants and agreements of this Security Instrument as if the order(s) were a part of this Security Instrument.  
the Security Instrument, the covenants and agreements of each such order shall be incorporated into and shall amend and  
23. Relate to this Security Instrument. If one or more orders are executed by Borrower and recorded together with  
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
mortgage 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 Instrument  
hands and reasonable fees, and then to the sums secured by this Security Instrument, provided that the costs  
of management of the Property and collection of rents, including, but not limited to, receiver's fees, premium on receiver's  
property including those paid to enter upon, take possession of and manage the Property and to collect the rents of the  
polished receiver shall be entitled to receive part due. Any rents collected by Lender or the receiver shall be applied first to payment of the  
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially ap-  
provided in paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.  
ity instrument in full of all sums secured by this Security Instrument without further demand and may foreclose this security  
payment in full of all sums secured by this Security Instrument under paragraph 19 or abandonment of the Property, and at any time  
The notice shall inform Borrower of the nonextension of a default or before the date of Borrower to accelerate.  
foreclosure proceeding (the date specified in the notice of default or any other defense of Borrower to assert in the  
If the default is not cured on or before the date specified in the notice of default or any other defense of Borrower to accelerate.  
The notice shall inform Borrower of the rights to reinstate after acceleration and the right to assert in the  
cancellation of the sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property,  
must be cured; and (d) that failure to cure the default on or before the date specified in the notice which the default  
causes the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default  
and 17 unless applicable 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  
breach of any covenant or agreement in the Security Instrument (but not prior to acceleration under paragraph 13  
19. Acceleration of Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
Non-Uniform Government Code and Lender's other covenants and agrees as follows:

GMA  
00733928

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ECS/0625

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 intent 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 step 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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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower  
Security instrument. Unless Borrower and Lender agree to otherwise terms of payment, these amounts shall bear interest from  
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower accrued by this  
Lender may take action under this paragraph 7, Lender does not have to do so.

Lender may appear in court, pay any reasonable attorney's fees and costs of preparation to make repairs, although  
in the Property, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights  
in the instruments, then Lender may proceed in bankruptcy, probate, for condemnation or to enforce laws or  
Lender's rights in the Property such as a proceeding in bankruptcy, probable, for condemnation or to enforce laws or  
covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect  
7. Protection of Lender's Rights in the Property: Borrower shall pay when due to perform the  
fees time shall not merge unless Lender agrees to the merger.

Borrower shall comply with terms of the Note and if Borrower acquires fee title to the Property, the lessee shall and  
change the Property, allow the Property to commit waste. If this Security instrument is on a leasehold  
6. Preservation and Maintenance of Property: Lender's Leaseholds. Borrower shall not destroy, damage or subdivide  
instrument immediately prior to the acquisition.

Leases, Lender and Borrower otherwise agree in writing, any application of proceeds to the sum secured by this Security  
from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security  
under paragraph 19 if the Property is acquired by Lender. Borrower is liable to any insurance policies in due, exceeds remaining  
possible the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount, or the payments, if  
Leases, Lender and Borrower otherwise agree in writing, any application of proceeds to pay when due.

Unless Lender and Borrower settle a claim, or does not timely file suit, Lender may sue to restore his  
Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance has  
applied to the sums secured by this Security feasible for Lender, unless, and except to the extent carried over  
restitution or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be  
of the Property damaged, if the restoration or repair is economic, Lender's security is not lessened. If the  
Leases, Lender and Borrower otherwise agree in writing, measure practice, shall be applied to restoration of repair  
carrier and Lender may make proof of loss if not made promptly by Borrower.

Lender shall have the right to hold the policies and renewals, if Lender, and shall include a standard mortgage clause.  
All insurance policies and renewals shall be acceptable to Lender, and shall provide a full proof of loss if not made  
unreasonably withheld.

All insurance carrier and renewals shall be chosen by Borrower and for the periods that Lender  
renewed against fire, hazards included within the term "standard coverage," and any other hazards for which Lender  
All insurance carrier provides indemnifying the insurance shall satisfy the lien or make one or more of the actions set forth above within 10 days  
of the given notice.

5. Hazard Insurance. Borrower shall keep the insurance over the realty held by Lender under Article 5 of the Property  
agreements and renewals, shall be maintained in the amounts "standard coverage" and for the periods that Lender  
renewed against fire, hazards included within the term "standard coverage," and any other hazards for which Lender  
insurance against loss by fire, hazards included within the term "standard coverage," and any other hazards for which Lender  
agreements in writing to the payee of the obligation incurred by the lien in a manner acceptable to Lender; (b) contents in good  
Borrower shall pay all premiums and installments of insurance over the realty held by Lender under Article 5 of the Property  
receipts in evidence of the payment made by Borrower shall pay all premiums and installments attributable to the  
Lender the lien by, or defends against enforcement of the lien in, legal proceedings to Lender; (c) opinion operate to  
prevent the encroachment of the lien in, legal proceedings to Lender; (d) opinion of the Lender's title to the  
property shall pay these obligations in the manner provided in paragraph 19 the lien in that manner, if any,  
Borrower shall retain priority over this Security instrument, and leasedhold premiums or ground rents, if any,  
Property which may be held by Lender, Borrower shall pay all premiums otherwise, if any  
4. Charges: Lien. Borrower shall pay all premiums and installments attributable to the  
Note: third, to amounts payable under Article 2, fourth, to interests of Note, second, to prepayment charges due under the  
paragraphs 1 and 2 shall be applied. Unless applicable law provides otherwise, all payments received by Lender under the  
3. Application as a credit, against the sums secured by this Security instrument.  
than immediately prior to the sale of the Property is sold or acquired by Lender, Lender shall refund to Borrower  
any funds held by Lender, either pro rata in full or all amounts accrued by this Security instrument by Lender, no later  
upon demand in full the amounts accrued by this Security instrument, Lender shall pay all premiums and  
amount necessary to make up the funds held by Lender in one of more payments required by Lender. If the  
at Borrower's option, either pro rata in full the amounts accrued by this Security instrument by Lender, Lender shall pay to the  
the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be  
If the amount of the funds held by Lender to make up the deficiency in one of more payments required by Lender  
amount of the funds held by Lender or to pay the escrow items when due, Lender shall apply the funds payable prior to  
this Security instrument.

The funds shall be held in an institution the deposits of which are insured by the funds secured by  
purposes for which each debt to the funds was made. The funds are pledged as additional security for the sums secured by  
shall give to Borrower, without charge, an annual accounting of the funds showing credits and debits to the funds and the  
Lender may agree in writing that interest shall not be required to pay Borrower any interest or earnings on the funds. Lender  
Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge. Borrower and  
Lender may not charge for holding and applying the funds,analyzing the account or verifying the escrow items, unless  
state agency (including Lender is such an institution). Lender shall apply the funds to pay the escrow items.  
bases of current data and reasonable estimates of future escrow items.

Interest paid by the day monthly payments which are due under the Note are called "escrow items". Lender may estimate the funds due on the  
one-twelfth of: (a) yearly taxes and assessments which may affect the Note is paid in full, a sum ("funds"); and (d) yearly  
to Lender on the day monthly payments which are due under the Note until the written waiver by Lender, Borrower shall pay  
2. Funds for Taxes and Escrow. Subject to applicable law or a written waiver by Lender, Borrower shall pay  
the principal of and interest on the Note and interest by the Note and late charges due under the Note.  
1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due  
UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

regarding payment.