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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 JUN -8 PM 3:04

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OC 227308

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 3, 1987. The mortgagor is Leroy C. Anderson and Patricia A. Anderson, his wife ("Borrower"). This Security Instrument is given to George Washington Savings & Loan Association, which is organized and existing under the laws of State of Illinois, and whose address is 10240 S. Cicero Ave., Oak Lawn, IL 60453 ("Lender"). Borrower owes Lender the principal sum of Forty Five Thousand \$ no/100's Dollars (U.S. \$45,000.00). 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 July 1, 1999. 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 8 IN BLOCK 6 IN CRESTWOOD GARDENS, A SUBDIVISION OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THE WEST 225 FEET THEREOF AND EXCEPT THE NORTH 200 FEET OF THE EAST 257.44 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 4), ALL IN COOK COUNTY, ILLINOIS.

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which has the address of 13528 South End Lane, Crestwood,
[Street] [City]
Illinois 60445 ("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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This instrument was prepared by: 10240 S. Cicero Avenue
George Washington Savings and Loan
Notary Public
(Seal)

John H. D. Ward

Witness my hand and official seal this 19, 1987
My Commission Expires 4/7/91
NOTARY PUBLIC, STATE OF ILLINOIS
LISA MCDONALD
Officiale...
day of 5

They executed said instrument for the purposes and uses herein set forth.
(his, her, their)
have executed same, and acknowledge said instrument to be... *Their*... free and voluntary act and deed and that
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
I, C. Anderson, Paticcia A. Anderson, this 19th day of April, 1987, personally appear
the undersigned, a Notary Public in and for said County and state, do hereby certify that

COUNTY OF Cook }
STATE OF Illinois } SS:
..... }

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[Space Below This Line For Acknowledgment]

Barbara Anderson
Barbara Anderson
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security

- Other(s) [Specify] Graduate Flyer Rider Planned Unit Development Rider
 Adjustable Rate Rider condominium Rider 2-4 Family Rider
- Instrument the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement the instrument, if one or more riders are executed by Borrower and recorded together with
23. Riders to this Security instrument, if one or more riders are executed by Borrower and recorded together with
the property included those following judicial sale. Lender (in person, by agent or by judicial proceeding
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower. Borrower shall pay any recordation costs.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on
receivers' bonds and reasonable attorney fees, and then to the sums secured by this Security instrument.
the property included those past due. Any rents collected by the receiver shall be applied first to payment of the
amount received by the receiver prior to the date specified in the notice, take possession of and manage the property and
prior to the expiration of any period of redemption provided in this paragraph 19 or abandonment of the property and at any time
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time
but not limited to, reasonable attorney fees and costs of title defense.
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 negotiate immediate payment in full of all sums secured by
instrument Borrower of the right to accelerate immediately if the default is not cured on or
secured by this Security instrument, foreclose by judicial proceeding and sale of the property. The notice shall further
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
depreciation; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless applicable law provides otherwise). The notice shall specify: (a) the default to cure the
breach of any covenant in this Security instrument (but not prior to acceleration under paragraphs 13 and 17
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 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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1. **UNIFORM COVENANTS.** Borrower and Lender covenate and agree as follows:

- Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- Funds for Taxes and Expenses.** Subject to applicable law or a written waiver by Lender, Borrower shall pay when due taxes and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits of which are insured by a federal or state agency (including Lender is such an insured institution). Lender shall apply the Funds to pay the escrow items unless Lender may not charge for holding and applying the Funds, namely the account of escrow items, unless the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be held by Lender, either promptly repaid to Borrower or credited to the escrow items. At Borrower's option, either promptly repaid to Borrower or its sufficiency to pay the escrow items when due, Borrower shall pay to Lender any amount of the Funds held by Lender in full or more amounts as required by Lender. Upon payment to make up the deficiency in one or more payments as required by Lender, any Funds held by Lender, if under Paragraph 19 this Property is sold or acquired by Lender, no later than immediately prior to the sale of all sums secured by Lender, any Funds held by Lender at the time of application as a credit to Lender. If under Paragraph 19 this Security instrument is sold or acquired by Lender, no later than immediately prior to the sale of the sums secured by Lender, any Funds held by Lender to Borrower shall pay to Lender any charges; interest, or attorney fees due under the Note; second, all payments received by Lender under Paragraphs 1 and 2 shall be applied first, to late charges due otherwise, unless applicable law permits otherwise.

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

4. **Charges;** Lender, Borrower shall pay all taxes, to interest due; and last, to principal due.

Borrower shall pay all expenses of the payment of the obligation, excepted on the Property prevent the enforcement of the lien or forfeiture of any part of the Lender's opinion of the lien in any manner susceptible to legal proceedings, unless (a) consent in good faith, or (b) consent in writing to the payment of the obligation, excepted on the Property, to the payment of the amount of the sum paid in the manner described in Paragraph 2, or if not paid in the manner, Borrower shall pay the amount of the sum paid in the manner, Borrower shall pay all expenses of the payment of the obligation, excepted on the Property, to the payment of the amount of the sum paid in the manner.

5. **Hazard Insurance.** Borrower shall keep the Property within the term "extended coverage" and any other hazards for which Lender insures against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender insures against 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 be made payable to Lender, Lender may make proof of loss and renewal notices. In the event of loss, Borrower shall promptly give to Lender all receipts of paid premiums and renewals. If Lender receives notice that Lender renews the insurance carrier and Lender, Lender may make proof of loss and renewals by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

This insurance shall be maintained in the amount "extended coverage", and any other hazards for which Lender requires against the right to hold the policies and renewals. The amount "extended coverage" shall satisfy the lien of more or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall pay these obligations as often as the same may arise, or more frequently to Lender, Lender may pay Borro