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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 19, 1987. The mortgagor is CAUDELL PORTER and KATHLEEN PORTER, his wife ("Borrower"). This Security Instrument is given to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN, which is organized and existing under the laws of the United States of America, and whose address is 6532 West Cermak Road - Berwyn, Illinois 60402 ("Lender"). Borrower owes Lender the principal sum of EIGHTY THOUSAND AND 00/100ths Dollars (U.S. \$80,000.00****). 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, 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 4 in Bellwood Terrace, being a Subdivision of part of the East Half of the South West Quarter of Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

FMO LT

PIN: 15-08-313-062

Coldwell Banker Title Services

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which has the address of 550 50th Avenue (Street)
Illinois 60104 ("Property Address"); (City)

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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JO ROBERTS		NOTARY PUBLIC, STATE OF ILLINOIS	MY COMMISSION EXPIRES 12/9/90
CHICAGO, ILLINOIS		NOTARY PUBLIC	
My Commission Expires 12-9-90 RENEWAL			

Witness my hand and official seal this day of 1987

They executed said instrument for the purposes and uses therein set forth.

STATE OF Illinois COUNTY OF Cook
ss: {

Mail to:

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BERWYN
6532 WEST GERMAK ROAD
BERWYN, ILLINOIS 60402

~~Coldwell Banker Title Services
1225 W. 22nd Street, Suite 105
Oak Brook, Illinois 60521~~

DEPT 4-1 RECORDING 14-16
#81111 ISBN 6765 07/01/87 12 12 10
51497 7 A *-87-360512
COOK COUNTY RECORDER

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

John D. Johnson

By SIGNING BELOW, Bearer of this instrument(s) accepts it by Borrower and record it in this Security Instrument and in any other(s) executed by Borrower and recorded with it.

- Adjusts to child's pace Kidder
- Condiments Kidder
- 2-4 Family Kidder
- Grandparent Kidder
- Planned Unit Development Kidder
- Other(s) [specify] _____

23. **Ridder to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, the coverments and agreements of which Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

20. **Lender in Possession.** Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of the period of redemption following judicial sale, Lender (in person, by agent or by duly authorized appraiser) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents or appraised value thereof shall be collected by Lender or the receiver shall be applied first to payment of the propery including those rents collected by Lender or the receiver which shall be applied first to payment of the rents or

extension of a default or any other default of Borrower to accelerate and foreclose, if the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding under such expenses incurred in pursuing the remedies provided in this paragraph 19, including

unless such specific notice is given to Borrower, by which time the default must be cured unless specified otherwise; (c) a date not less than 30 days from the date the notice is given to Borrower; (d) the earlier of (a) or (b); (e) the date of acceleration; (f) the date of final foreclosure by judicial proceeding and sale of the property. The notice shall suffice if the right to exercise such acceleration is given to the debtor in the instrument itself or if the instrument provides otherwise.

NON-UNIFORM COVENANTS Borrower and Lender further covenant as follows:

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

2

1. 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.

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) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits 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. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law 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.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to 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. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owing 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 receipts evidencing the payments.

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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts 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.

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

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 restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If 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.

6. Preservation and Maintenance of Property; Leaseholds. 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 leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) for repossessing personal property or fixtures; or (b) 30 days (or such other period as applicable law may specify) for repossessing real property.

This Security Instrument is issued without further notice or demand on Borrower.

If Leender exercises this option, Leender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

Secured by this Security Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by general law as of the date of this Security Instrument.

Interest in it is sold or transferred (or if a beneficiary 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

16. Borrower's Copy: Borrower shall be given one countermarked copy of this Note and of this Security Instrument.

Note are declared to be severable. Notwithstanding the non-enforcement of any provision of this Note and its Severability Clause:

15. **In which Law, Generally**. 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 of this Security instrument and the Note conflicts with any other provision of this Security instrument or the Note, the provision of this Security instrument shall prevail without the conflict.

provided for in this Security Instrument shall be deemed to have been given to Borrower of L-1000 which is given as provided in this paragraph.

14. Touches. Any notice to first class mail unless applied to law requires use of another method. The notice shall be given by delivering it or by mailing it by first class mail unless applied to law requiring instrument to be given by delivery.

paragraph 17. Furthermore, as our Notice to Proceed provided for in this Section 14, shall be given by defendant upon or

13. Legislation Affording Lenders' Rights. If enactment of extraordinary laws has the effect of rendering any provision of the Note or this Security Instrument unnecessary to accomplish the purpose intended by the parties, it may be omitted.

under the Note or by making a direct payment to Bottowec. If a reduction proves partial, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 net cost of other loans charged 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 limits; and (b), sums already collected from Borrower may choose to make this refund by reducing the principal owed

modality, for either or make any accommodations which, regarded to the terms of this Security Instrument or the Note without chat Borrower's consent.

that sums borrowed by this Security Intermediary under the terms of this Security Instrument: (d) is not personally obligated to pay the sums secured by this Security Intermediary under the terms of this Security Instrument; (e) is co-signatory to this Security Instrument only to mortgage, grant and convey the instrument but does not execute the Note; (f) is not personally liable to join suit against the Borrower or any other Borrower and may agree that Lender and any other Borrower may agree to extend the term of the instrument; and (g) agrees that Lender and any other Borrower may agree to pay the sums borrowed by this Security Intermediary under the terms of this Security Instrument.

11. **Succesors and Assists**: **Joint and General Liability**; **Co-signers**. The co-contractants shall bind and assume the obligations of the principal debtor and his successors and assigns of joint and several liability. Any Borrower who co-creates or co-signs a promissory note or other instrument shall be liable to the co-contractants and the principal debtor and his successors and assigns of joint and several liability.

payment of the original Borrower or its successors in interest. Any instrument executed by reason of any demand made shall not be a waiver of the defense of any right of remedy.

Under such circumstances, it would be reasonable to conclude that the original Borrower's successors in interest to the Note and the Note itself shall not be required to commence proceedings against any successor in interest or trustee to collect the Note.

Postponing the due date of the monthly payments preferred to inるべき periods 1 and 2 or change the amount of such payments 10. Borrower Not Responsible for Breaches of the Terms Required by His Lender. Extension of the time for payment of amounts due under his Security instrument or any other security instrument.

giver, i.e. lender to collect and apply the proceeds, either to restoration or repair of the Property or to the sums as and by this Security instrument otherwise agreed in writing, any application of proceeds to principal shall not exceed one hundred and twenty days after the date of maturity.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the date the condemnation offers to parts to Borrower:

the amount of the proceeds multiplied by (a) the fair market value of the property immediately before the sale; (b) the total amount of the sums secured immediately before the sale;

In the event of a total banking of the property, the proceeds shall be applied to the sums secured by the Proceeds of Security Instruments whether or not due.

9. Any condemnation of any part of the Property, or for damages, direct or consequential, in connection with any proceedings of any award or claim for damages, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lemmede.

8. Inspection. Leader of its Agent may make reasonable entries upon and inspectors of the Property. Landlord shall give Service notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

If Leander required mortgagor's insurance as a condition of making the loan secured by his security instrument, he would pay the premium required to maintain the insurance in effect until such time as the requirements for the cancellation of the insurance are met.