

UNOFFICIAL COPY

BOX 67

317301002 MAIL TO:

FIRST SAVINGS OF SO. HOLLAND
475 E. 162nd Street
SO. HOLLAND, IL. 60473

87386978

RETURN TO BOX 43

87310218

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 29,
1987. The mortgagor is SARAH STARK COFFOU, married to William A. Coffou,
 ("Borrower"). This Security Instrument is given to FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, which is organized and existing
 under the laws of THE STATE OF ILLINOIS, and whose address is 475 East 162nd Street, South Holland, Illinois 60473, ("Lender").
 Borrower owes Lender the principal sum of NINETY THOUSAND AND NO/100ths Dollars (U.S. \$ 90,000.00). 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 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.

In the state of Illinois, William A. Coffou, the husband of Sarah Stark Coffou, herein and by this document, do release and waive all rights under
 and by virtue of the Homestead Exemption law of this State as it does
 relate to the Note and Mortgage on the property, described, to wit:

LOT 1 IN BLOCK 2 IN SUBDIVISION OF BLOCK 49 IN SUBDIVISION OF
 SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD
 PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHEAST 1/4 OF THE NORTHEAST
 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2
 OF THE SOUTHEAST 1/4) IN COOK COUNTY, ILLINOIS.

THIS DOCUMENT IS BEING RERECORDED TO
 SHOW NOTARY

DEPT-Q1 RECORDING \$16.00
 TM1111 TRAN 1471 96/06/87 14:05:00
 95685 R 74 44-87-310218
 COOK COUNTY RECORDER

87386978

87310218

PERMANENT INDEX NUMBER: 14-19-432-024-0000

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which has the address of 3220 N. Wolcott, Chicago,
Illinois 60657 (Street), (City)
 (Zip Code) ("Property Address");

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.

\$16.00

UNOFFICIAL COPY
East 162nd Street, Bronx, NY 10453, (718) 601-7313

UNOFFICIAL COPY
44771
1. THIS INSTRUMENT WAS PREPARED BY
2. EAST 12nd Street, Suite 100, Indianapolis, Indiana 46204-3000

Navy Public

" OFFICIAL SEAL " JEANNE M. HAGGER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/30/91

John G. Nichols John G. Nichols
Notary Public

1891 May 10
... hoy

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..... Chey executed said instrument for the purposes and uses herein set forth.
(this, here, there)

the undersigned, SARAH STARK COFFOU, married to WILLIAM A. COFFOU, a Notary Public in said county and state, do hereby certify that before me and is (are) known or proved to me to be the persons(s) who being informed of the contents of the foregoing instrument have executed same, and acknowledged said instrument to be free and voluntarily act and deed and that

STATE OF ILLINOIS COUNTY OF COOK
{ss: }ss: *see back* *Illinois*

DEPT-01 RECORDING #16.00
T#0222 TRAN 1943 07/14/87 10:06:00
#0924 # 38 * -B7-386978
COOK COUNTY RECORDER

By SIGNING Below, Borrower accepts to the terms and covenants contained in this Security instrument and in any adder(s) executed by Borrower and recorded with it.

22. **Wearer of Homestead.** Borrower wills all right of homestead excepted executors in the property.

23. **Rights to this Security Instrument.** If one or more debtors are executed by Borrower and recorded together with this Security Instrument, the co-debtors and agreeements of each such debtor shall be incorporated into and shall amend and supplement this instrument. Changes and agreeements of this Security Instrument as in the order(s) were a part of this Security Instrument (Check applicable box(s)).

19. Acceleration of any conveyance or agreement otherwise than by notice to Borrower prior to acceleration under paragraph 13 and 17 breach of any provision in this Security instrument (but not prior to acceleration under paragraph 13 and 17 unless a applicable law provides otherwise). The notice shall specify: (a) the date 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 must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosing by judicial proceeding and sale of the property. The notice shall further advise of any other default or deficiency of Borrower to realize after acceleration and the right to assert in the foreclosure proceeding the non- payment of all sums due under this Security instrument and the expenses incurred in pursuing the remedy provided in this paragraph 19, including legal fees.

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

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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 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 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 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.

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 Remisnstate. If Borrower meets certain conditions, Borrower shall have the right to have application 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; or (b) entry of a judgment enjoining this Security instrument to any power of sale contained in this application of law. Before sale of the Property pursuant to any power of sale contained in this application of law, Borrower shall have the right to have application 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; or (b) entry of a judgment enjoining this Security instrument to any power of sale contained in this application of law. If Borrower meets certain conditions, Borrower shall have the right to have application 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; or (b) entry of a judgment enjoining this Security instrument to any power of sale contained in this application of law.

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 this note becomes due or malleable within which Borrower must pay all sums secured by this Note.

in respect in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) without the written consent of Lender; provided, however, that this provision shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security instrument.

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

15. Governing Law; Severability. This Security Instrument shall be governed by fed. law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of clause of this Security Instrument or the conveyance of the Property to the Buyer. To the extent that any provision of this Note which can be given without the conflict being provided for by law, such provision shall not affect other provisions of this Note. Note that the parties have agreed to arbitration as the exclusive method for resolving disputes between them. The parties further agree that arbitration will be conducted in accordance with the rules of the American Arbitration Association, and that the arbitrator's award will be final and binding on both parties.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this instrument.

permitted by paragraph 19, 11. Lentee exercises this option, Lentee shall use one step specimen in the second paragraph 19.

Particular preparation without any pre-arranged charge under the name of **Liberation Lenders' Rights**. If such a provision of application laws has the effect of rendering any provision of this Security instrument unnecessary according to its terms, Lender, at its option, may redeem any immediate payment in full of all sums secured by this Security instrument and may invoke any remedies available to him under the law.

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 to the permitted limits; and (b) a sum already collected from Borrower which exceeds the 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 creditor reduces the principal owed under the Note as a result of a reduction in the principal, the creditor will be entitled to receive the amount of the reduction as a credit against any future payments made by the debtor to the creditor.

11. Successors and Assets; Evident and Separate Liabilities; Co-signers. The contributions and agreements of this Security Instrument shall bind and be deemed valid to 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 shall be jointly and severally liable for all obligations under this Security Instrument, notwithstanding that he or she may have no knowledge of the existence of such obligations. Lender and Borrower may add or delete co-signers at any time by mutual agreement.

by the original Borrower or his successors in interest. Any obligation of the Lender to exercise any right or remedy shall not be a waiver of any provision of any type of remedy.

101. Borrower shall not make any representations, warranties, or covenants that are misleading, inaccurate, or otherwise untrue in any material respect.

granted. Lenders are authorized to ouster any party to the sums required by this Security Instrument, whether or not then due, to the sums required by this Security Instrument to secure the proceeds, in its option, either to restoration of such property or to the date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium officers 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 paid to Borrower.

In the event of a total taking of the Property, the Proceeds shall be applied to the sums secured by this Security, 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 sum secured by this Security instrument shall be reduced by the amount of the proceeds multipled 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 applied to the sums secured by other instruments held by Lender.

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 insurance terminates in accordance with Borrower's written agreement or applicable law.

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RIDER TO MORTGAGE

This document is attached to and made a part of the Mortgage dated May 29, 1987 for the property located in Cook County, State of Illinois, described to wit, as:

LOT 1 IN BLOCK 2 IN SUBDIVISION OF BLOCK 49 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4) IN COOK COUNTY, ILLINOIS.

and is given as a waiver and release of the Homestead Rights of William A. Coffou, given to him by virtue of the Homestead Exemption law of the State of Illinois. This waiver is given on the part of the undersigned as a complete and irrevocable waiver and release.

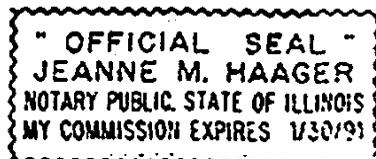
The party hereto gives this waiver of his own free will and under the advice of his own counsel, in compliance with IL Rev. Stat. 1985, Ch. 33, Paragraph 10.

IN WITNESS WHEREOF, the party hereto has set his hand and seal this 29th day of May, 1987.

William A. Coffou
WILLIAM A. COFFOU

SUBSCRIBED AND SWORN TO
before me this 29th day
of May, 1987

Jeanne M. Haager
Notary Public



87310218

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Property of Cook County Clerk's Office

1-4 FAMILY RIDER
Assignment of Rent
UNOFFICIAL COPY

THIS 1-4 FAMILY RIDER is made this 29th day of May, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3220 N. Wolcott, Chicago, Illinois 60657
(Property Address)

I-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

SARAH STARK COFFOU.....(Seal)
SARAH STARK COFFOU.....(Seal)
KILLIAM A. COFFOU.....(Seal)
KILLIAM A. COFFOU.....(Seal)

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Property of Cook County Clerk's Office

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