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88411453

DEPT-01 \$14.25
T#4444 TRAN 2116 09/09/88 11.11.00
#8001 # D *-88-111453
COOK COUNTY RECORDER

MWMO #003083611

[Space Above This Line For Recording Data]

MORTGAGE

-88-411453

19 THIS MORTGAGE ("Security Instrument") is given on AUGUST 29
88 The mortgagor is TIMOTHY W. STIGLIC AND SALLY L. STIGLIC, HIS WIFE

("Borrower") This Security Instrument is given to FIRST WESTERN MORTGAGE CORPORATION OF ILLINOIS
which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is
585 FIRST BANK DRIVE, PALATINE, ILLINOIS 60067

Borrower owes Lender the principal sum of ONE HUNDRED THIRTY-NINE THOUSAND AND 00/100 *****

Dollars (U.S. \$ 139,000.00). 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 SEPTEMBER 01 2018. 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 138 IN SILVER LAKE GARDENS UNIT NUMBER 3, BEING A
SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 13,
TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX #: 27-13-111-061

which has the address of

15244 LILAC COURT
(Street)

Illinois

60462
(Zip Code)

("Property Address"):

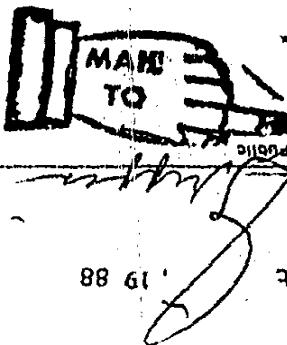


TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also 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.

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THIS INSTRUMENT WAS PREPARED BY: LAURA MCANDREWS
 MAIL TO: FIRST WESTERN MORTGAGE CORPORATION OF ILLINOIS
 540 NORTH COURT, PALATINE ILLINOIS 60067

My Commission expires: OFFICIAL SEAL
 Notary Public, State of Illinois
 Laura McAndrews
 12/17/99

Given under my hand and official seal this 29th day of August, 1988
 set forth.

I, TIMOTHY W. STIGLIC, his wife,
 do hereby certify that, PERSONALLY known to me to be the same person(s) whose name(s)
 is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
 signed and delivered the said instrument as their
 free and voluntary act, for the uses and purposes herein
 subscribed to the foregoing instrument, before me this day in person, and acknowledged that they
 are Notary Public in and for said county and state,

L. Laura Grotellin COOK County ss:
 STATE OF ILLINOIS.

(Space below this line for Acknowledgment)

—Borrower
 (Scal)

—Borrower

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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 Board; 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. Noticees. 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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In the Property, Lennder's actions may include paying any sums secured by it len which has priority over this Security instrument, appearing in court, paying reasonable attorney fees and compelling the Plaintiff to make repairs. Although Lennder may take action under this paragraph 7, Lennder does not have to do so.

Each title shall not merge unless Lenders agree to the merger in writing.

Instrumentum immmediately prior to the acquisition.

Unilever, L'Oréal, and BorroPower offer private acreage in writing, any application of proceeds to principal, shall not exceed or postdate the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, if possible, the due date of the monthly payments shall be required to pay BorroPower a right to any insurance policies held by Unilever under paragraph 19 the property is acquired by L'Oréal, BorroPower's right to the actions mentioned by this Security form damage to the property prior to the acquisition shall pass to L'Oréal to the extent of the sum assessed by this Security

Borrower abandons the Property, or does not answer within 30 days a notice from Lender calling the instrument in, then Lender may call it the instrument pre-ceeds. Lender may use the proceeds to repeat or re-take this property or to pay sums accrued by this Security Instrument, whether or not then due. The liability period will begin when the notice is given.

criticized and condemned. Leander may make profit from his critics in two main ways: first, by getting publicity; and secondly, by getting loans.

All iniaturance policies and renewals shall be acceptable to Lender, and shall include a standared mortgagge clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall give prompt notice to the insurance company of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the Lender.

5. Hazardous Injuries. Horror will be reserved for injuries that keep the injured from getting back to work quickly.

The property is subject to a long-term leasehold interest in the land for a term of 99 years from 1st January 2018, which may be terminated by notice in writing given 12 months in advance.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless otherwise provided.

Borrower shall pay the amount provided in paragraph 2, or if not paid in full within one month, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly return all notices of amounts to be paid under this paragraph. If borrower makes these payments directly, Borrower shall furnish to Lender receipts evidencing the payments.

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 paid under Paragraph 2; fourth, to interest due and last, to principal.

any Funds held by Lennder. If under paragraph 19 the Property is sold or acquired by Lennder, Lennder shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lennder, any Funds held by Lennder in the time of application as a credit against the amounts secured by this Security Instrument.

Upon payment in full of all sums received by this Security Instrument, Lender shall promptly refund to Borrower all Borrower's obligation to pay to Lender any amount necessary to make up the deficiency in one of these payments as required by Lender.

If the amount of the funds held by Lender, together with the future monthly payments of funds payable prior to the due dates of the accounts items shall exceed the amount required to pay the excess shall be

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay one-twelfth of (a) yearly taxes and assessments which may affect property over this Security Instrument; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly

1. Payment of Principal and Interest: Prepayment and late charges. Borrower shall promptly pay when due principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.