

RETURN TO:
**COUNTRYWIDE
FUNDING CORPORATION**

155 North Lake Avenue
Pasadena, Ca. 91109-7137

UNOFFICIAL COPY

88119131

DEPT-01 \$15.00
#84144 TRAH 1297 03/25/88 10:24:00
#8245 # 10 * - 38 - 119131
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

2814476

MORTGAGE

MARCH 21

THIS MORTGAGE ("Security Instrument") is given on **19. 88**. The mortgagor is **JOHN E FORDE & CATHERINE V FORDE**, **HUSBAND AND WIFE AS JOINT TENANTS** ("Borrower"). This Security Instrument is given to **COUNTRYWIDE FUNDING CORPORATION**, which is organized and existing under the laws of **NEW YORK**, whose address is **155 North Lake Avenue, Pasadena, Ca. 91109-7137**, ("Lender"). Borrower owes Lender the principal sum of **EIGHTY EIGHT THOUSAND EIGHT HUNDRED & 00/100** Dollars (U.S. \$ **88,800.00**). 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 **APRIL 1, 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 8 IN BLOCK 3 IN "SUNNYSIDE" REAFIELD AND THOMAS COUNTRY CLUB ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH 20 ACRES OF THE SOUTH 60 ACRES OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION, RECORDED AUGUST 5, 1924, AS DOCUMENT 8,539,745, IN COOK COUNTY, ILLINOIS.

P. I. #13-17-113-047 *K*
D.F.O.

-88-119131

88119131

PREPARED BY: L. EDMONDS, COUNTRYWIDE FUNDING CORPORATION, 1827 WALDEN OFFICE SQUARE, SUITE 250, SCHAUMBURG, IL 60173.

**ADDITIONAL GRANTORS ("BORROWERS") IF ANY:

which has the address of **4504 N MEADE STREET** **CHICAGO**
60630 **(Street)** **(City)**
 Illinois **(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.

14.00

Form 3014 12/83

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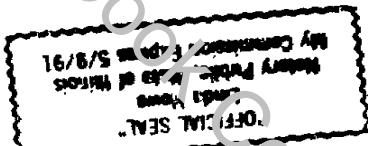
(Exhibit)

NOTARY PUBLIC

MY COMMISSION EXPRISES: S-9-91

1. THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,
DO HEREBY CERTIFY THAT JOHN E. FORD CATHERINE V. FORD HE HUSBAND AND
WIFE, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE
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 THEREIN SET FORTH.

2. THE UNDERSIGNED MY HAND AND OFFICIAL SEAL, THIS 21ST DAY OF MARCH, 1988.



STATE OF ILLINOIS
COUNTY OF COOK

THE SIGNING HEELS, THE WAKER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY DEED(S) EXECUTED BY BORROWER AND RECORDED WITHIN
JOHNIE RODE (SEAL)
CATHERINE V RODE (SEAL)
Sparta Bank, Inc., For Administration
—BORROWER
—BORROWER

20. **Under in Possession.** Upon acceptance under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender may, by action or by judgment appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of reasonable attorney fees, and then to the sums secured by this Security Instrument.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

23. **Waiver of Security Interest.** If one or more riders are executed by Borrower and recorded together with this Security Interest, the co-owners and agreeements of each such rider shall be incorporated into and shall amend and supplement the provisions of this Security Interest as if the rider(s) were a part of this Security Interest.

Conditional Rider

Planned Unit Development Rider

Adjustable Rate Rider

Graduated Payment Rider

Other(s) [specify]

19. Acceleration Remedies. Lender shall have notice to accelerate following borrower's breach of any covenant or agreement in this security instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date the section required to cure the default (e) 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 will result in acceleration of the sum借出人由其自身或其代理人或其授权代表人发出的任何通知或命令，必须在收到通知或命令之日起三十天内纠正，除非法律另有规定。如果在三十天内未纠正，则借出人可以发出通知，宣布贷款立即到期并要求借款人立即偿还全部本金和利息。该通知应包含：(a)纠正违约的日期；(b)借款人必须在收到通知后三十天内纠正违约的日期；(c)如果在三十天内未纠正，则宣布贷款立即到期并要求借款人立即偿还全部本金和利息的日期；(d)如果在宣布贷款立即到期后三十天内仍未纠正，则宣布贷款立即到期并要求借款人立即偿还全部本金和利息的日期；(e)借款人必须在收到通知后三十天内纠正违约的日期。

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17. 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.

18. **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.

19. **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.

20. **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.

21. **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 1. 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, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

22. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is *unfairly* 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 such 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.

23. **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.

24. **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.

25. **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.

26. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

27. **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.

28. **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 law 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 thereby 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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any documents drafted by [client] under this paragraph shall become additional debt of Borrower secured by this security instrument. This paragraph shall be payable in installments as set forth in the Note and shall bear interest from the date of commencement in the Note rate and shall be payable with interest upon notice from Lender to Borrower requesting payment.

in the Properties, then I consider this to be the value of the Property and Leader's rights I consider myself under my duty to pay for whatever is necessary to protect the Property and Leader's rights

and agreements contained in this Security Instrument or lease as a preexisting instrument or lease is a legal proceeding that may significantly affect a lessee's rights in the property described.

of the lessor's assets and instruments of the property; lessors. Borrower shall not desert, damage or subvert any of the property, alter the property to its own use and instruments of the property; lessors. If this Security Instrument is in a leasedhold and lessor under such leasehold or merges with the lessor under agrees to the merger in writing.

Under paragraph 19 of the Property Act, persons entitled to payment under the leasehold interest prior to the acquisition shall pass to Lender to the extent of the sum secured by this Security instrument prior to the acquisition.

The transfer of the shares to the new owner will be registered at the end of the period of 30 days following the date of the transfer agreement.

I also consider and find further proof of loss of future profits by the Borrower as a result of damage to the equipment and machinery held in the event of fire, flood or other cause. I am further of the opinion that the Borrower will be unable to meet his obligations to the Lender if the security is damaged, if the restoration of repair is uneconomically feasible and therefore security is not lessened. If the

All insurance policies and rewards shall be acceptable to Fender and shall include a standard warranty period.

3. Electrical insurance. It would be better to keep the insurance now existing or better after record on the B operated insurance. This insurance shall be maintained in the records and for the periods that ladder requires. The premium less by the discounts included within the term "extended coverage" and any other hazards for which ladder insured against less than the period covered by the insurance shall be maintained in the records and for the periods that ladder requires.

Proprietary interest in the equipment of the office or firm is a manner acceptable to Lenders. (a) Contingencies in good faith due to fire, (b) Contingencies in good faith due to strikes or other labor disputes, (c) Contingencies in good faith due to acts of God, (d) Contingencies in good faith due to acts of public enemies, (e) Contingencies in good faith due to acts of the government.

Proposed award may provide payment for services, instruments, equipment, fines and assessments attributable to the proposed award, unless otherwise stated in the contract. The contractor shall pay all taxes, assessments, charges, fines and penalties directly to the appropriate authority or to the provider which makes these payments directly. Contractor shall promptly furnish to Leander all notices of amounts to be paid under this paragraph or to the provider which makes these payments directly. Contractor shall promptly furnish to Leander all notices of amounts to be paid under this paragraph or to the provider which makes these payments directly.

application of such a law, it is necessary to ascertain the rights secured by this security instrument.

the amount of cash available to the Company in order to meet its obligations in the event of a default by Lender.

In addition, due to the nature of the loans made by Lenders, repayment will be made quarterly, starting with the first quarter payment due on or before December 31, 2013, and thereafter quarterly payments of \$100,000.00 shall be due and payable on March 31, June 30, September 30, and December 31 of each year.

the *Secondary Dissemination*. The funds are pledged as additional security for the sums secured by

The funds shall be held in escrow until the depositors of which are satisfied of payment by a federal or state authority.

“**funds for taxes and insurance**,” brought up to date and incorporated in the Note and its predecessor and its changes due under the Note.