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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 21, 1988. The mortgagor is NATHANIEL B. GRANT AND JOYCE A. GRANT, HIS WIFE ("Borrower"). This Security Instrument is given to BANK OF HOMewood, which is organized and existing under the laws of STATE OF ILLINOIS, and whose address is 2039 RIDGE ROAD, HOMewood, ILLINOIS 60430 ("Lender"). Borrower owes Lender the principal sum of FORTY TWO THOUSAND SIX HUNDRED AND NO/100 Dollars (U.S. \$42,600.00). 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 21/88 PLUS EXTENSIONS & RENEWALS. 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 38 IN PACESETTER HOMELYDALE SUBDIVISION OF THAT PART LYING WEST OF AND ADJOINING THE 100 FEET RIGHT OF WAY OF GOVERNORS HIGHWAY OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERM. TAX #28-36-225-027

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Cook County Clerk's Office

which has the address of 17830 LARK SPUR, HOMewood,
60430 (Street) (Town)
Illinois (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.

Задачи

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HOMEWOOD, ILLINOIS 60430		RECEIVED MAY 25 1961 FBI - CHICAGO
JANE M. BIELEFIELDT		SEARCHED INDEXED SERIALIZED FILED
HOMEWOOD, ILLINOIS 60430		APR 25 1961 FBI - CHICAGO
BANK OF HOMEWOOD		SEARCHED INDEXED SERIALIZED FILED
2034 RIDGE ROAD		APR 25 1961 FBI - CHICAGO
HOMEWOOD • ILLINOIS 60430		SEARCHED INDEXED SERIALIZED FILED

STRUCTURES
L
HOMEWOOD, ILLINOIS 60430
2034 RIDGE ROAD
BANK OF HOMEWOOD
STREET CITY

DELLIVERY

14.00

Given under my hand and official seal, this **21ST** day of **APRIL**, 19 **1883**.

do hereby certify that **NATHANIEL B. GRANT & JOYCE A. GRANT, HIS WIFE**,
personality known to me to be the same person (s) whose name (s) **ARE**
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the **X**
signed and delivered the said instrument as **THEIR**, free and voluntary act, for the uses and purposes herein

98184577

STATE OF ILLINOIS County ss:

[Space Below This Line For Acknowledgment]

Digitized by srujanika@gmail.com

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—Borrower

(105)

BY SIGNING BELOW, I acknowledge and agree to the terms and covenants contained in this Security Agreement and in any addendum thereto.

- 2-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Grandfathered Payment Rider
- Adjustable Rate Rider
- Other(s) [Specify]

23. **Security Instruments**, if one or more riders are executed by Borrower and recorded together with
24. **Deeds to this Security Instrument**, or to any of nonpossessed collateral, waives all rights to sue for recovery of
any instrument, [Check applicable box(es)]
Instrument, the covatenants and agreements of this Security instrument as if the rider(s) were a part of this Security
Supplement, the covatenants and agreements of each such rider shall be incorporated into and shall amend and
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 any period of redemption following judicial sale, Lender (in person, by agent or by attorney 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 the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's 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.

19. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that fails to cure the delinquent payments within 30 days from the date the notice is given to Borrower, by which time payment in full has been received by Lender.

NON-DISCRIMINATORY GOVERNANTS hold power and render further government 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 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 14 or 17.

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7. Protection of Lenders' Rights in the Property Mortgage Insurance. If Borrower fails to perform the covenants and obligations contained in this Security Instrument, or if there is a legal proceeding initiated against Borrower in connection with the property mortgaged, or if there is a legal proceeding initiated against Lenders' rights in the property mortgaged, Lenders' rights in the property may significantly affect Lenders' rights in the property mortgaged, or if there is a legal proceeding initiated against Lenders' rights in the property mortgaged, Lenders' rights in the property may significantly affect Lenders' rights in the property mortgaged.

6. Preservation and Maintenance of Property Lesseholds. Borrower shall not destroy, damage or subdivide the Property to deteriorate or common waste. If this Security instrument is on a leasehold and change the Property, allow the Property to deteriorate or common waste, and if Borrower acquires fee title to the Property, the lesseehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lesseehold and

Unless the holder and Borrower otherwise agree in writing, any application of proceeds to principal, shall not exceed or postpone the maturity date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments under paragraph 19 if the Property is acquired by Lender. Borrower's right to any insurance policies and to exceed 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.

All insurance policies and reinsurance shall be unacceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and reinsurance. Lender and shall include a standard mortgage clause. All receipts of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give to Lender all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give to Lender all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give to Lender and Lender and shall make proof of loss if not made promptly by Borrower over carriar and Lender. Lender may make proof of loss if not made promptly by Borrower over carriar and Lender. 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 of the property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, if the

5. Hazarded Insurance. Borrower shall keep the insurance policies now existing or hereafter executed on the Property insured against loss by fire, hazards included within the term "extra-hazard coverage" and any other hazards for which Lender insures a sum sufficient to replace the same.

Borrower shall promptly disburse any sum which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation, secured by the sum in a manner acceptable to Lender; (b) consents in good faith to the loan by, or delegates authority to, the Lender; (c) enforces payment of the obligation in a manner acceptable to the Lender; (d) waives any right to the defense of non-necessity.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to interest due; second, to principal due; and last, to principal due.

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) in such an institution. Lender shall apply the Funds to pay the escrow items, Lender may not charge for holding and applying the Funds, and paying the escrow items, unless Lender pays Borrower interest on the Funds and applies 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 up front, Lender shall not charge for holding and applying the Funds, and paying the escrow items, unless Lender has been compensated for the escrow items.

- Fayment of Premium and Interest-Freight 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 Insurance. Subsidiary to apply equitable law or to a written waiver by Lender, Borrower shall pay when due one-twelfth of: (a) yearly taxes and assessments which accrue in full, a sum ("Funds"), equal to one-twelfth of the principal payments due under the Note until the Note is paid in full; (b) yearly leasehold payments of: (c) yearly taxes on the Property, if any; (d) yearly hazard insurance premiums and (e) 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.