

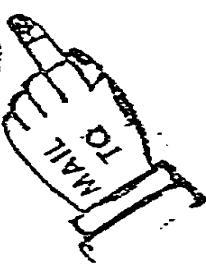
# UNOFFICIAL COPY

Mail to: Midland Federal Savings and Loan  
8929 S. Harlem Avenue  
Bridgeview IL 60455  
Attn: Lenore Faulk

5/16/88  
S1169859

88220229

REPT-01 \$14.25  
DEEDS WORK 2653 05/16/88 10:00:00  
PAGE 1 OF 1 # 408-4220229  
TODAY'S RECORDING



LOAN NO. 6512-8

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 13, 1988. The mortgagor is DAVID A. BROUSE AND LINDA A. BROUSE, HIS WIFE ("Borrower"). This Security Instrument is given to MIDLAND FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of United States of America and whose address is 8929 South Harlem Avenue, Bridgeview, Illinois 60455 ("Lender"). Borrower owes Lender the principal sum of EIGHTY FIVE THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$85,500.00). 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, 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 66 in Tinley Meadows Subdivision, being a Subdivision of Part of the East 1/2 of the Southeast 1/4 of Section 23, of part of the East 1/2 of the Northeast 1/4 of Section 26, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 27-26-208-007

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AT&T  
12/24/88

which has the address of 8124 W. 167th Place, Tinley Park  
[Street] [City]  
Illinois 60477 ("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 seised 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 Paul Zogas, Attorney at Law 8929 S. Harlem Ave., Bridgeview, IL 60455

Notary Public  
Dawn Faust (SEAL)

August 28, 1989  
My Commission Expires:

Witness my hand and official seal this 13th day of May 1988.

(he, she, they).....executed said instrument for the purposes and uses herein set forth.

have executed same, and acknowledge said instrument to be their free and voluntary act and deed and that before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, personally appeared David A. Brown, Linda A. Brown, a Notary Public in and for said county and state, do hereby certify that I, Linda K. Faulk, Esquire, and Linda A. Brown, a Notary Public in and for said county and state, do hereby certify that

COUNTY OF Cook  
STATE OF Illinois  
} ss:

[Space Below This Line for Acknowledgment]  
Linda A. Brown  
David A. Brown  
Dawn Faust  
(Seal)  
Borrower  
(SAC)  
Borrower  
Linda A. Brown  
Dawn Faust  
Instrument and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security  
Supplement to this instrument, the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security  
Instrument. If one or more riders are executed by Borrower and recorded together with  
this Security instrument, the covenants and agreements of each such shall be incorporated into and shall amend and  
supplement this instrument. Any rider or riders shall be deemed to be a part of this Security instrument and  
shall be recorded together with this instrument.

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

Instrument (Check applicable box(es))  
 22. Waiver of Homestead. Borrower waives all right of homestead excepted in the Property.  
 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
 this Security instrument, the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security  
 instrument. Any rider or riders shall be deemed to be a part of this Security instrument and shall be recorded together with  
 this Security instrument.

Instrument without charge to Borrower. Upon payment of all sums secured by this Security  
 21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security  
 receiver's bonds and reasonable attorney fees, and then to the sums secured by this Security  
 costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on  
 the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the  
 appoinited receiver(s) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of  
 prior to the expiration of any period of redemption following judicial sale. Lender (in Person, by assign or by judicially  
 20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time  
 but not limited to, reasonable attorney fees and costs of title evidence.  
 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,  
 this Security instrument without further demand by Lender at his option may foreclose this Security instrument by judicial proceeding.  
 exists of a default or any other defense of Borrower to accelerate and sell of the Property. If the default is not cured on or  
 before the date specified in the notice to Borrower to assert in the foreclosure proceeding the non-  
 secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further  
 inform Borrower of the right to accelerate and sell of the Property. The notice shall be given to the  
 and defaulter (C) a day, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;  
 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 default; (b) the action required to cure the  
 defaulter; (c) the date default or other before the date specified in the notice may result in acceleration of the sums  
 and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums  
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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

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 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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If Lender's right to repossess mortgagor's insurance as a condition of making the loan secured by this Security Instrument has occurred, however, this Security shall not apply in the case of acceleration under paragraphs 13 or 17.

Borrower, however, may sue to recover his damages paid to Lender to restore the date of the note offered or made to him due to the sum secured by this Security before taking of the property, divided by the fair market value of the property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum 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 sum secured by this Security instrument divided by the sum made available to Lender or any award of claim for damages 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 paid to Lender to collect and apply the property to payment of such damages, 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's notice to Borrower or if the property is abandoned by Borrower, or if the property is otherwise agreed to in writing, any application of proceeds to principal shall not exceed or surpass the date of the note offered or made to him due to the sum secured by this Security.

In the event of a total taking of the property, the proceeds shall be applied to the sum secured by this Security instrument, whether or not the instrument has been condemned or otherwise taken by Lender or any award of claim for damages 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 paid to Lender to collect and apply the property to payment of such damages, 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's notice to Borrower or if the property is abandoned by Borrower, or if the property is otherwise agreed to in writing, any application of proceeds to principal shall not exceed or surpass the date of the note offered or made to him due to the sum secured by this Security.

8. Inspection. Lender or his agent may make reasonable examination of property to inspect or inspectable fixtures upon and inspect conditions of the property. Lender shall give Borrower notice at the time of prior to inspection specifying 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.

10. Borrower's Right Not to Settle. By Lender's notice to Borrower, extension of the time for payment of principal or interest or other amounts secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not be required to release the liability of the original Borrower or Borrower's successors in interest, unless Borrower's interest in the terms of this Security instrument is co-signed by Lender and Borrower who co-signs this Security instrument but does not execute the title; (c) is co-signing this Security instrument only to mortgage, grant and convey this Security instrument shall be joint and several and assents of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-signers shall bind all to accept the same as if they were parties to this Security instrument without any modification or amendment to the note or security instrument.

11. Successors and Assigns; Co-signers. The co-contractants and assignees of Lender and Borrower shall not be a waiver of or defense against the exercise of any right or remedy by the original Borrower or Borrower's successors in interest. Any forfeiture by Lender in respect of any right or remedy by the original Borrower or Borrower's successors in interest, and (c) agrees that Lender may agree to pay the sum secured by this Security instrument of the terms of this Security instrument by reason of any demand made by Lender or otherwise made to reduce the charge to the original Borrower or Borrower's successors in interest, unless Borrower's interest in the terms of this Security instrument granted by Lender to any successor in interest is co-signed by Lender and Borrower who co-signs this Security instrument but does not execute the title; (c) is co-signing this Security instrument only to mortgage, grant and convey this Security instrument shall be joint and several and assents of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-signers shall bind all to accept the same as if they were parties to this Security instrument without any modification or amendment to the note or security instrument.

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 is exceeded the permitted limits, then: (a) any such loan charge shall be reduced by the amount in excess of the maximum loan charge under the Note.

13. Legislation Affecting Rights. If enactment of any provision of this Security instrument will be treated as a partial repayment without any prepayment charge under the Note, the reduction will be treated as a partial repayment paragraph 19. If Lender exercises this option, Lender shall take all steps specified in the second paragraph of permit to immediate payment in full of all sums secured by this Security instrument and may invoke any remedy, rendering any provision of the Note or this Security instrument ineffective to its terms, Lender, at his option, may require immediate payment of all sums secured by this Security instrument under the Note or the Note are declared to be severable.

14. Governing Law; Severability. This Security instrument shall be governed by federal law of the state in which it is created or a Beneficial Interest. If all or any part of this Security instrument is invalid or unenforceable in whole or in part, it shall not affect other provisions of this Security instrument or the Note are declared to be severable.

15. Transfer of the Property or a Beneficial Interest. If all or any part of the Note and of this Security instrument is sold or transferred by Lender to another, Lender shall provide a period of notice of at least 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument to the new owner of this Security instrument or the Note or the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest. If all or any part of the Note and of this Security instrument is sold or transferred by Lender to another, Lender shall provide a period of notice of at least 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument or the Note or the Note are declared to be severable.

18. Borrower's Right to Retain. If Borrower retains this Security instrument with or without further notice or demand on Borrower,