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46676 # ID \*--68--273664  
COOK COUNTY RECORDER

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1-28519-14

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 18th, 1988. The mortgagor is Ishow Douashow and Paula T. Douashow, his wife ("Borrower"). This Security Instrument is given to NORTHWESTERN SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of the State of Illinois, and whose address is 2300 North Wabash Avenue, Chicago, IL 60647 ("Lender"). Borrower owes Lender the principal sum of One Hundred Twelve Thousand Five Hundred, and no/100 Dollars (U.S. \$112,500.00). 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 July 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 11 (except the South 7.74 feet thereof) in Block 4 in Oliver Salinger and Company's Second Lawrence Avenue Manor being a Subdivision of Lot 7 in C. R. Ball's Subdivision of the North half of the North West Quarter of Section 18, Township 40 North, Range 13, East of the Third Principal Meridian, and the North 25.4 acres of the North East quarter of Section 13, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. #12-13-204-041-0000

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which has the address of 4741 North Okato, Hawwood Heights,  
60656 ("Property Address");  
(Street)  
(City)  
(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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

14 00 MAIL

Form 3014 12/83  
44713 BAF SYSTEMS AND FORMS  
CHICAGO, IL

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The instrument was prepared by Dr. G. C. H. M. van der Veen, N. W. M. van der Veen, and Dr. J. J. van der Veen.

NOTARY PUBLIC

(ivas) ribbon w/ wax

1986 ..... day of ..... 10 MAIL TO P.M.

My Community Pictures: (0/23/89)

(הכ, זhc, Ichy)

**Ques. 4. In which year was Noisy Public in and for said county and state, do hereby certify 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 before me and acknowledged said instrument to be true and voluntary act and deed and that**

STATE OF Illinois ..... COUNTY OF Cook .....  
SS: {

[Space Below This Line For Acknowledgment]

*Paula J. Doubtchow* Paula J. Doubtchow  
—Borrower (SCEA) —Borrower (SCEA)

BY SIGNING BELOW, FOR POWER ACCEPTED AND AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY ORDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- 2-4 Family Rider  
 Adult/Teen Rider  
 Condominium Rider  
 Planned Unit Development Rider  
 Graduate/Prominent Rider  
 Other(s) [Specify] \_\_\_\_\_

22. Wearer of Homestead. Borrower waives all rights of homestead excepted completion in the Property.

23. Right to Security Instruments. If one or more riders are executed by Borrower and recorded together with this Security instrument, the convenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants of this Security instrument as if the rider(s) were a part of this Security instrument.

INSTRUMENTS WITHOUT CHARGE TO BORROWER. Borrower shall pay any recording costs.

but not limited to, reasonable attorney's fees and costs of title evidence.

20. Lender in Possession. Upon reclassification 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 judiciable appointment receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents or other income therefrom, and to receive the rents and other income therefrom.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release it.

19. **Acceleration:** Remedies. Remender shall give notice to Borrower prior to accelerating 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); (a) the notice shall specify: (i) the action required to cure the default; and (ii) the date the notice is given to Borrower, by which the default must be cured; (b) the notice shall specify: (i) the action required to cure the default; and (ii) the date the notice is given to Borrower, by which the default must be cured; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice shall result in acceleration of the summa secured by this Security Instrument, regardless of the cause of the default.

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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 or preclude the exercise of any right or remedy.

**11. 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 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. 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.

**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.

\*or if the borrower ceases to occupy the property as his principal residence or if all or any portion of a beneficiary interest in a trust holding title to the property is sold or transferred.

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Any amount due under this paragraph, Lender agrees not to do so.  
Lender may take action under this paragraph, Lender agrees not to do so.

7. Protection of Lender's Rights in the Mergers and Acquisitions. If Borrower fails to perform the covenants and agreements contained in this Agreement, or if there is a legal proceeding that may significantly affect Lender's rights in the property (such as a proceeding in bankruptcy), or if there is a change in control of Borrower, Lender may terminate the credit agreement and require immediate repayment of all amounts outstanding.

**6. Preparation and Maintenance of Property: Leaseholds.** Borrower shall not destroy, damage or subdivide any immovable property held by him/her in respect of which he/she has been granted a leasehold interest.

Unless I render and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or surpass the due date of the monthly payments referred to in paragraph 1 and/or change the minimum of the payments from paragraph 19 to the period by Lender, Borrower's right to any insurance policies and proceeds received from paragraph prior to the acquisition of the entire of the amounts received by him Security.

The property or to pay sums secured by this Security Instrument, whether or not then due. The security period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Leander and shall include a standard mortgage clause. Leander shall have the right to hold the policies and renewals. If Leander receives a bill twice promptly give to Leander all receipts of paid premiums and renewals notices. In the event of loss, Borrower, shall give prompt notice to the insurance company.

of the giving of notice.

Borrower shall promptly pay the principal amount of the promissory note, together with interest accrued thereon, to Lender at the address specified in the note.

Borrower shall pay the principal amount, interest, fees, charges, and other amounts due under this Note, in accordance with the terms of this Note, and shall pay all costs of collection, including attorney's fees, if Borrower fails to pay when due any amount due under this Note.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to amounts due under the Note; second, to prepayment charges due under the Note; third, to amounts due under the Note; fourth, to principal due; and fifth, to attorney's fees and costs of collection, if any.

shall give to Borrower, without charge, an annual account showing credits and debits to the Funds and security for the Funds and the sums secured by this security instrument.

The Funds shall be held in an institution the deposits or accounts of which are insured 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 hold funds until charge recorded on the Funds and applying the Funds to pay the escrow items. Lender may apply interest on the Funds and applying the Funds to pay the escrow items. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender receives interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds.

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") one-twelfth of: (a) yearly taxes and assessments which may accrue on the premises; (b) yearly insurance premiums; (c) yearly hazard insurance premiums; and (d) yearly

1. Payment of Principal and Interest. Borrower shall promptly pay when due interest and principal and pay charges. Borrower shall pay when due interest and principal and pay charges. Borrower shall pay when due interest and principal and pay charges.