

# UNOFFICIAL COPY

LIMITED VARIATIONS BY JURISDICTION TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT COVERING REAL PROPERTY.  
THIS SECURITY INSTRUMENT COMBINES UNIFORM COVENANTS FOR NATIONAL USE AND NON-UNIFORM COVENANTS WITH  
BORROWER WARRANTIES AND COVENANTS FOR THE STATE OF ILLINOIS SUBJECT TO ANY  
MORTGAGE. GRANT AND CONVEY THE PROPERTY AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD,  
APPLICABLES, ROYALIES, MINERALS, GAS AND WATER RIGHTS AND STOCK AND ALL FIXTURES NOW OR  
HEREAFTER ERECTED OR ADDED TO THE PROPERTY, AND ALL EASEMENTS, RIGHTS,  
TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL EASEMENTS, RIGHTS,  
GOING ON AS PART OF THE PROPERTY. ALL REPLACEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE  
APPURTENANCES, RENTS, ROYALIES, MINERALS, GAS AND WATER RIGHTS AND STOCK AND ALL FIXTURES NOW OR  
HEREAFTER ERECTED OR ADDED TO THE PROPERTY, AND ALL EASEMENTS, RIGHTS,  
BORROWER COVENANTS THAT BORROWER IS LAWFULLY DESIRED OF THE ESTATE HEREBY CONVEYED AND HAS THE RIGHT TO  
ENCUMBRANCES OF RECORD.

BORROWER WARANTEES THAT BORROWER IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL EASEMENTS, RIGHTS,  
GOING ON AS PART OF THE PROPERTY. ALL REPLACEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE  
APPURTENANCES, RENTS, ROYALIES, MINERALS, GAS AND WATER RIGHTS AND STOCK AND ALL FIXTURES NOW OR  
HEREAFTER ERECTED OR ADDED TO THE PROPERTY, AND ALL EASEMENTS, RIGHTS,  
BORROWER COVENANTS THAT BORROWER IS LAWFULLY DESIRED OF THE ESTATE HEREBY CONVEYED AND HAS THE RIGHT TO  
ENCUMBRANCES OF RECORD.

(Property Address):

(Zip Code):

ILLINOIS 60007 WHICH HAS THE ADDRESS OF 1287 BERKENSHIRE LANE

(City):

(Street):

(County):

1988 JUL - 6 AM 10:02

FILED FOR RECORD  
COOK COUNTY, ILLINOIS

14 *On a separate sheet note*

PERMANENT TAX NUMBER 08-32-310-048-0000

LOT 4385 IN BLACK GROVE VILLAGE SECTION 14, BEING A SUBDIVISION IN THE  
SOUTH 1/2 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21,  
1965 AS DOCUMENT 19625181, IN COOK COUNTY, ILLINOIS.

LOCATED IN COOK COUNTY, ILLINOIS:  
The Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property  
Securities. For payment, all other sums, with interest, advanced under paragraph 7 to protect the security instrument and  
modifications; (b) the debt evidenced by the Note, with interest, and all renewals, extensions and  
securities to Lender; (a) the debt evidenced by the Note, with interest, and all renewals, extensions and  
paid earlier, due and payable on JUNE 1, 2003. This security instrument, if not  
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, 2003. This debt is evidenced by Borrower's note  
Dollars (\$ U.S. \$ 50,000.00). This debt is evidenced by Borrower's note  
under the laws of THE UNITED STATES OF AMERICA, and whose address is  
ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION  
("Borrower"). This security instrument is given to  
Borrower owes Lender, the principal sum of FIFTY THOUSAND AND 0/100  
25 EAST CAMPBELL, STREET, ARLINGTON HEIGHTS, ILLINOIS 60005  
("Lender").

19 88 . The mortgagor is MARTIN J. DURKIN JR. AND MARCIAN DURKIN , HIS WIFE  
THIS MORTGAGE ("Security Instrument") is given on MAY 19,

## MORTGAGE

153305737

[Space Above This Line For Recording Date]

88294721 88222417

14 00  
14 *On a separate sheet note*

1988 MAY 25 AM 10:38

FILED FOR RECORD  
COOK COUNTY, ILLINOIS

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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 (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 default; (c) 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 may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 judicially 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 attorneys' 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. 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 each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

*Martin J. Durkin Jr.* .....(Seal)  
MARTIN J. DURKIN JR. ....  
—Borrower

*Marcianne Durkin* .....(Seal)  
MARCIAANN DURKIN .....  
—Borrower

.....(Seal)  
—Borrower

  
ARLINGTON HEIGHTS FEDERAL  
SAVINGS and LOAN ASSOCIATION  
25 EAST CAMPBELL STREET  
ARLINGTON HEIGHTS, ILLINOIS 60005  
ATTN: ROSALIND B. O'DONNELL  
STATE OF ILLINOIS, VICE-PRESIDENT

*Cook*

County ss:

.....(Seal)  
—Borrower

, a Notary Public in and for said county and state,

I, the undersigned  
do hereby certify that MARTIN J. DURKIN JR. AND MARCIANN DURKIN , HIS WIFE  
personally 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 they  
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein  
set forth.

Given under my hand and official seal, this

19<sup>th</sup> day of May , 19 88.

My Commission expires:

12-8-90

*Jana K. Gallagher*  
Notary Public

This instrument was prepared by:

ROSALIND B. O'DONNELL ASST. V.P. LENDING  
(Name)  
ARLINGTON HEIGHTS, ILLINOIS  
(Address)



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18. Borrower's Right to Remodel. If Borrower makes certain conditions, Borrower shall have the right to have enforcement of this Security Instrument 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 entitling 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; (b) cures any defect in any other covenant or agreement; (c) pays all expenses incurred in enforcing this Security Instrument; or (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument is valid, subsisting and enforceable. Borrower shall have the right to remodel this Security Instrument if Borrower secures the services of a licensed contractor to make alterations to the real property described in this Security Instrument and the contractor agrees to accept payment from the real property described in this Security Instrument. If Borrower makes certain conditions, Borrower shall have the right to have enforcement of this Security Instrument 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 entitling 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; (b) cures any defect in any other covenant or agreement; (c) pays all expenses incurred in enforcing this Security Instrument; or (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument is valid, subsisting and enforceable.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the property is located. In the event that any provision 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. Note can be given effect without the conflicting provision. To this end the provisions of this Security Instrument 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 Property or Beneficiary 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) to another person (or persons) without Lender's written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, notwithstanding any provision to the contrary contained in the Note or in this Security Instrument.

12. **Loans Secured by Liens.** If the loan is finally instrumented it is subject to a law which sets maximum loan charges, and that law is interpreted so that in 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, Lender or by making a direct payment to Borrower, if a valid refund reduces principal, the reduction will be treated as a partial Note or by refunding to Borrower, Lender or by making a direct payment to Borrower, if a valid refund reduces principal, the reduction will be treated as a partial repayment of the charge under the Note.

13. **Lenders' Rights.** If the Note or this Security Instrument is exercised or application 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. Instruments 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 delivered by mailing it by first class mail unless otherwise required by use of another method. The notice shall be given by property Address or any other address specified herein or by notice to Lender. Any notice given by first class mail to Lender's address Borrower designates by notice to Lender shall be given by property Address or any other address Borrower designates by notice to Lender. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument.

10. Borrower Not Reclamed. Proceduce by Lawyer. Extension of time for payment of principal due after date of maturity otherwise agree to in paragraphs 1 and 2 or change the amount of such payments.

11. Successors and Assigns; Joint And Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and control the successors and assigns of Lender and Borrower, except to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgagee Lender, (b) is not personally obligated to pay the sums secured by this Security Instrument; (c) agrees that Lender and any other Borrower may agree to extend the time for payment of the principal and interest of this Security Instrument or the principal, interest and expenses of this Security Instrument.

If Lender receives 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. If Lender receives any notice or information which would reasonably cause Lender to believe that the insurance is no longer in effect, Lender may terminate this instrument and Lender's rights under this instrument shall terminate at the time of such termination unless otherwise provided in the instrument.

8. Termination. Lender or its agent may terminate this instrument at any time or prior to an inspection specifying reasonable cause for the termination.

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 convenience 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.

Unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced immediately before the taking, divided by (b) the fair market value of the property immediately before the taking, multiplied by the following fraction: (a) the total amount of the sums secured by this Security Instrument shall be reduced by the amount of the property paid to Borrower.

If the property is abandoned by Borrower, or if, after notice that the condominium offers to make an award of settele a claim for damages, Borrower fails to respond to Lender to resolution of either the date the notice is given, Lender is authorized to collect the proceeds, at its option, either to resolve the date the property is sold by Lender or to the sums secured by this Security Instrument, whether or not then due.

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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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