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PREPARED BY AND MAIL TO:
CATHY L. LUDOVICE
NORWEST MORTGAGE, INC.
1375 EAST WOODFIELD ROAD SUITE 250
SCHAEUMBURG, IL 60173

\$17,000

Space Above This Line For Recording Data

852547
99999

MORTGAGE

ILCM

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 17**
1988 The mortgagor is **MARCEY TUTT, A SINGLE PERSON AND HOWARD TUTT MARRIED TO:**
LENETTE M. TUTT

(Borrower) This Security Instrument is given to
NORWEST MORTGAGE, INC., which is organized and existing
under the laws of **THE STATE OF MINNESOTA** and whose address is **3451 HAMMOND**
AVENUE, P.O. BOX 700, WATERLOO, IOWA 50704-0780 (Lender)
Borrower owes Lender the principal sum of **FORTY FOUR THOUSAND AND 00/100**

Dollars U.S. \$ **44,000.00** 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 **SEPTEMBER 01, 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.

SEE ATTACHED FOR LEGAL DESCRIPTION

PERMANENT TAX INDEX NO.: 12-04-204-047-1016

TAX STATEMENTS SHOULD BE SENT TO:
GMAC MORTGAGE CORPORATION, PO BOX 780, WATERLOO, IOWA 50704
THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

which has the address of: **9616 WEST HIGGINS ROAD #2G** **ROSEMONT**
Street, IL
Illinois **60018** Property Address: IL

This Security Instrument covers all improvements now or hereafter erected on the property, and all easements, rights,
and appurtenances, fixtures, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter attached to 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 warrants and covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to
convey, 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.

Box 208

1050236000000

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If Lender requires 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 benefit 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 condemner offers to make a award for the claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender shall have the right to 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 maturity of any of the 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 postponement of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not constitute release of 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 suspend implementation of the sums secured by this Security Instrument by reason of any demand made by or against Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be construed to 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 inure to the benefit of 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 shall be bound by its terms, and shall be deemed to have agreed to this Security Instrument only to mortgage, grant and convey to Lender a security interest in the Property under the terms of this Security Instrument. This person is not personally obligated to pay the sums secured by this Security Instrument, and it is agreed that Lender and any other Borrower may agree to extend, amend, modify or terminate any of the terms of this Security Instrument or the Note without the consent of this co-signer.

12. **Loan Charges.** The sums secured by this Security Instrument is subject to a law which sets maximum loan charges. This law shall be interpreted so that the interest, if other than an charge collected or to be collected in connection with the loan, is not a charge. If the law so permits, then any such loan charge shall be reduced by the amount of any such charge previously paid, paid and unpaid, or any sums already collected from Borrower which exceeded the maximum permitted by law. Borrower and Lender may choose to make this refund by reducing the principal owed to Lender. Notwithstanding any payment to Borrower, if a refund reduces principal, the reduction will be treated as a payment to Lender, and shall constitute payment of the charge under the Note.

13. **Legislation Affecting Lender's Rights.** If a enactment of a capital state or applicable laws has the effect of impairing the rights of Lender under this Security Instrument, or making enforcement of its terms, Lender, at its option, may enforce its rights under this Security Instrument against the sums secured to this Security Instrument, and may exercise its remedies under the Note, and may take such steps as Lender may deem necessary to protect the security of the property.

14. **Notice.** Any notice to Borrower provided in this Security Instrument shall be deemed delivered to Borrower if it is mailed to the address of Borrower as shown on the last payment made to Lender. The notice shall be directed to the address of the Borrower as shown on the last payment made to Lender. Any notice to Lender shall be given by the person or persons who are the obligors on the Note, or the address Lender has previously given to Borrower. Any notice to Lender under this Security Instrument shall be deemed delivered to Lender if it is given to the address provided to Lender in the last payment made to Lender.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state of the United States of America. If any provision of this Security Instrument is held to be invalid under the law of any state, such invalidity shall not affect the provisions of this Security Instrument or the Note which are not so affected. If any provision of this Security Instrument or the Note is held to be invalid under the law of any state, such invalidity shall not affect the provisions of this Security Instrument and the Note which are not so affected.

16. **Borrower's Copy.** Borrower shall maintain a true and correct copy of the Note and of this Security Instrument.

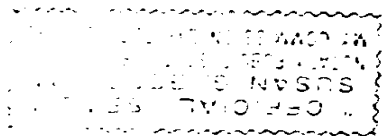
17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any beneficial interest in the Property, or all or any part of the Note, is transferred and Borrower is not a natural person, or if all or any part of the Property or any beneficial interest in the Property, or all or any part of the Note, is transferred and Borrower is a natural person, and the transferee is not a natural person, then the transferee shall be deemed to have assumed the obligations of the Note and of this Security Instrument, and the transferee shall be deemed to have agreed to this Security Instrument and the Note.

18. **Acceleration.** Lender shall give Borrower notice of acceleration. The notice shall provide a period of 30 days after the date of the notice for the period of time 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 available to Lender under the Note, and may take such steps as Lender may deem necessary to protect the security of the property.

19. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have this Security Instrument reinstated at any time prior to the expiration of 90 days for such a period as may be specified in the notice of acceleration. The conditions are that (a) the sums secured by this Security Instrument are paid in full, (b) the sums secured by this Security Instrument are paid in full, (c) the sums secured by this Security Instrument are paid in full, (d) the sums secured by this Security Instrument are paid in full, (e) the sums secured by this Security Instrument are paid in full, (f) the sums secured by this Security Instrument are paid in full, (g) the sums secured by this Security Instrument are paid in full, (h) the sums secured by this Security Instrument are paid in full, (i) the sums secured by this Security Instrument are paid in full, (j) the sums secured by this Security Instrument are paid in full, (k) the sums secured by this Security Instrument are paid in full, (l) the sums secured by this Security Instrument are paid in full, (m) the sums secured by this Security Instrument are paid in full, (n) the sums secured by this Security Instrument are paid in full, (o) the sums secured by this Security Instrument are paid in full, (p) the sums secured by this Security Instrument are paid in full, (q) the sums secured by this Security Instrument are paid in full, (r) the sums secured by this Security Instrument are paid in full, (s) the sums secured by this Security Instrument are paid in full, (t) the sums secured by this Security Instrument are paid in full, (u) the sums secured by this Security Instrument are paid in full, (v) the sums secured by this Security Instrument are paid in full, (w) the sums secured by this Security Instrument are paid in full, (x) the sums secured by this Security Instrument are paid in full, (y) the sums secured by this Security Instrument are paid in full, (z) the sums secured by this Security Instrument are paid in full.

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NOTARY PUBLIC

EXPIRES: June 2, 1970

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17TH DAY OF AUGUST, 1968, BY MARGER TUTT, A SINGLE PERSON AND HOWARD TUTT, MARRIED TO LYNETTE M. TUTT, AND LYNETTE M. TUTT.

STATE OF ILLINOIS

COUNTY OF COOK

[Seal Here This Line for Acknowledgment]

LYNETTE M. TUTT, SINGLY AS "BORROWER"
(Seal)
MORTGAGE.
PAYMENT OF ANY SUMS SECURED BY THIS (Seal)
BORROWER

(Seal)
BORROWER

(Seal)
BORROWER

HOWARD TUTT
(Seal)
BORROWER

(Seal)
BORROWER

MARGER TUTT, A SINGLE PERSON

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

Adjustable Rate Rider

Condominium Rider

Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) (Specify) _____

(Check applicable boxes) supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument.

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 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.
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 riders were a part of this Security Instrument.

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Condominium Rider

THIS CONDOMINIUM RIDER is made this 17TH day of AUGUST, 19 88, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to NORWEST MORTGAGE, INC.

P.O. BOX 780, 3451 HAMMOND AVENUE
WATERLOO, IOWA 50704-0780

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
9616 WEST HIGGINS ROAD #2G ROSEMONT IL 60018
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as EXECUTIVE ESTATES CONDOMINIUM ASSOCIATION
(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

Condominium Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(over)

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Form 3140 12/83

Property of Cook County Clerk's Office

MARL 00338 1-83

MULTI-STATE CONDOMINIUM RIDER - Single Family - FNU/AN HILAC Uniform Instrument

Page 2 of 2
Form 3140 12/83

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(Seal) _____
-Borrower

(Seal) _____
-Borrower

ANY SUMS SECURED BY THIS MORTGAGE.

(Seal) _____
-Borrower

WITHOUT PERSONAL OBLIGATION FOR PAYMENT OF

(Seal) _____
-Borrower

FOR THE PURPOSE OF WAIVING THE HOMESTEAD EXEMPTION

(Seal) _____
-Borrower

LYNETTE M. TUTT, SIGNS AND "BORROWER" SOLELY

(Seal) _____
-Borrower

Lynette M. Tuttle

HOWARD TUTT

(Seal) _____
-Borrower

MARCEY TUTT A SINGLE PERSON

(Seal) _____
-Borrower

Marcey Tuttle

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower secured by the 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.

Condominium
Rider

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LEGAL DESCRIPTION

UNIT NO. 2-A AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS DEVELOPMENT PARCEL) THAT PART OF LOT 1 IN GRIZAFFI AND FALCONE EXECUTIVE ESTATES, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT; THENCE SOUTH 15 DEGREES, 48 MINUTES, 15 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 325.60 FEET TO A BEND IN SAID LOT; THENCE SOUTH 65 DEGREES, 47 MINUTES, 10 SECONDS WEST, 17.25 FEET; THENCE NORTH 49 DEGREES, 11 MINUTES, 45 SECONDS WEST, 91.39 FEET, MORE OR LESS, TO A LINE 96.0 FEET WESTERLY AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT; THENCE NORTH 15 DEGREES, 48 MINUTES, 15 SECONDS ALONG SAID PARALLEL LINE, 229.33 FEET MORE OR LESS TO A LINE 40 FEET SOUTH, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF SAID LOT; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 57.16 FEET; THENCE NORTH 15 DEGREES, 48 MINUTES, 15 SECONDS EAST, 41.57 FEET MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID LOT 1, 42.61 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE NORTH 90 DEGREES, 00 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE 42.61 FEET TO THE POINT OF BEGINNING, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY GRIZAFFI AND FALCONE CONTRACTORS, INCORPORATED, A CORPORATION OF ILLINOIS, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 19280940; TOGETHER WITH AN UNDIVIDED 3.781372 PER CENT INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE LAND, PROPERTY AND SPACE KNOWN AS UNITS 1-A TO 1-I, 2-A TO 2-F, 2-H, 2-I AND 3-A TO 3-I AS SAID UNITS ARE DELINEATED ON SAID SURVEY) ALL IN COOK COUNTY, ILLINOIS.

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