

(Space Above This Line For Recording Data)

15.00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 24, 19 89. The mortgagor is MARGARET A. FEARON, A SINGLE SPINSTER ("Borrower"). This Security Instrument is given to MID-AMERICA MORTGAGE CORPORATION ("Lender") which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is 361 FRONTAGE ROAD, BURR RIDGE, ILLINOIS 60521 ("Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND AND NO/100

Dollars (U.S. \$60,000.00 *****). 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 OCTOBER 1, 1989. 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 debts, 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:

PARCEL 1:

THE WESTERLY 21.00 FEET OF THE EASTERLY 88.34 FEET OF THE SOUTHERLY 44.00 FEET OF THAT PART OF LOT 8 LYING WEST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF SAID LOT 9, SAID POINT BEING 45.85 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 9, TO A POINT IN THE NORTHERLY LINE OF SAID LOT 9, SAID POINT BEING 16.82 FEET WESTERLY OF THE NORTH EAST CORNER OF SAID LOT 9 AS MEASURED ALONG SAID NORTHERLY LINE, AND LYING NORTH OF A LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID LOT 9, SAID POINT BEING 21.12 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 9, TO A POINT IN THE WEST LINE OF SAID LOT 9, SAID POINT BEING 62.07 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 9, ALL IN ASHFORD MANOR SUBDIVISION A PLANNED UNIT DEVELOPMENT OF LOT 3 IN MACINTOSH SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF COVENANTS AND RESTRICTIONS OF ASHFORD MANOR RECORDED OCTOBER 5, 1988 AS DOCUMENT 89457310 AS AMENDED AND AS CREATED BY DEED FROM STATE BANK OF COUNTRYSIDE AS TRUSTEE UNDER TRUST NUMBER 87-122 TO MARGARET FEARON.

BOX 333 - GG

DOCUMENT PREPARED BY: K. KOTOVSKY
AFTER RECORDING, RETURN TO: MID-AMERICA MORTGAGE CORPORATION
361 FRONTAGE ROAD
BURR RIDGE, ILLINOIS 60521

which has the address of 15958 S. 78th AVENUE TINLEY PARK
Illinois 60477 ("Property Address")
60477 ("Post 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 warrants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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UNIFORM COVENANTS - Borrower and Lender agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal 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 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 attach 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, and 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 necessary to make up the deficiency in one or more payments as required 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 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 lien 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; Taxes.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach 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 or 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 or forfeiture of the lien or forfeiture of the lien and 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 attach 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 30 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 may make proof of loss if not made promptly by Borrower.

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.

Lender and Borrower otherwise agree in writing, any application of proceeds to proceeds to proceeds 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 from damage to the Property prior to the acquisition of the Property, prior to the acquisition of the Property, or from damage to the Property immediately prior to the acquisition of the Property, 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 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 attorney's 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 required mortgage insurance as a condition of making the Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement for the insurance is terminated by the Lender's written agreement or applicable law.

8. Inspection. Lender may, at any time, cause a reasonable number of inspections of the Property, Lender or Borrower's records, to be made by a qualified inspector or inspectors for the purpose of:

9. Contamination. Lender may, at any time, cause a reasonable number of inspections of the Property, Lender or Borrower's records, to be made by a qualified inspector or inspectors for the purpose of:

10. Assignment. Lender may, at any time, assign the Security Instrument to any person or entity, and the assignee shall be bound by the terms of the Security Instrument as if it were the original party thereto.

11. Successors and Assigns Joint and Several Liability Assigners. The Lender, its successors and assigns, including its agents, shall be jointly and severally liable for the performance of the obligations of the Lender under the Security Instrument, and the Lender shall not be bound by any limitation on the amount or type of damages, compensation or benefits payable by or for any employee or contractor or subcontractor of the Lender, its successors or assigns, including the Lender's agents, for the performance of the obligations of the Lender under the Security Instrument.

12. Force Majeure. If the Lender is prevented by an act of God, war, terrorism, riot, insurrection, strike, labor dispute, fire, flood, earthquake, or other cause beyond its control from performing its obligations under the Security Instrument, the Lender shall not be liable for non-performance of its obligations under the Security Instrument for as long as the cause of the non-performance continues.

13. Release of Lender by Lender Not a Waiver. Existence of the Lender's obligation to perform its obligations under the Security Instrument shall not be deemed to constitute a release of the Lender from its obligations under the Security Instrument.

14. Lender's Remedies Cumulative. The Lender's remedies under the Security Instrument shall be cumulative and not exclusive of any other remedies available to the Lender.

15. Governing Law; Jurisdiction. The Security Instrument shall be governed by the laws of the State of California, and the courts of the State of California shall have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with the Security Instrument.

16. Transfer of the Property or a Beneficial Interest in the Property. The Lender's obligations under the Security Instrument shall not be affected by any transfer of the Property or a beneficial interest in the Property.

17. Borrower's Right to Reinstatement. If the Lender has exercised its right to accelerate the maturity of the Security Instrument, the Lender shall, at the request of the Borrower, reinstate the maturity of the Security Instrument if the Borrower pays all amounts due to the Lender and the Lender's costs and expenses.

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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/or sale prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by a judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the sums due 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 the 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
 - Graduated Payment Rider
 - Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- 2-4 Family Rider

By Signing Herein, 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.

Margaret A. Fearon
MARGARET A. FEARON

(Seal)
Notary Public

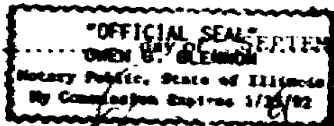
[Space Below This Line For Acknowledgment]

STATE OF Illinois }
COUNTY OF Cook } SS:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that MARGARET A. FEARON, A. S. JUSTER, personally appeared 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, have executed same, and acknowledged said instrument to be HER free and voluntary act and deed and that SHE executed said instrument for the purposes and uses therein set forth. (he, she, they)

Witness my hand and official seal this 26th day of October, 1992.

My Commission Expires: 1/25/92



1992

[Signature]
Notary Public (SEAL)

This instrument was prepared by 44771

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this _____ day of _____, 19____, 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 _____ (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: _____

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and customary common areas and facilities, as described in COVENANTS AND RESTRICTIONS CONTAINED IN ASHFORD MANOR DECLARATION, RECORDED ON OCTOBER 5, 1982 AS DDC 88457310

(the "Declaration"). The Property is a part of a planned unit development known as _____

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (a) Declaration, (b) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association, and (c) any by-laws or other rules or regulations of the Owners Association. 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 covering the Property 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 provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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 assure that the Owners Association maintains a public liability insurance policy acceptable in the 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 or the common areas and facilities of the PUD, 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 by Uniform Covenant 2.

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:

(i) to the amendment or termination of the PUD, except for an amendment or termination required by law in the case of an actual destruction by fire or other casualty or in the event 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.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become a direct 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, up to the time from Lender to Borrower requesting payment.

By Signing Below, Borrower hereby agrees and agrees to agree to the terms and provisions contained in this PUD Rider:

[Signature]

Borrower

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