

# UNOFFICIAL COPY

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ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

1987-10-2 10:29

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 27, 1987 by Mt. Greenwood Bank U/T #5-0775 dated August 27, 1987 to George Washington Savings & Loan Association, which is organized and existing under the laws of State of Illinois and whose address is 19210 S. Cicero Ave., Oak Lawn, IL 60455 ("Lender"). Borrower owes Lender the principal sum of One Hundred Sixty Five Thousand & no/100's Dollars (U.S. \$165,000.00). 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 31, 1990. 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 3 IN THE ARBORS OF PALOS HEIGHTS A PLANNED RESIDENTIAL DEVELOPMENT OF PART OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 57 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

24-50-404-040

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6516 W. 126th Pl.

Palos Heights

which has the address of .....  
[Street] ..... [City]  
Illinois ..... 60463 ..... ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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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George Washington Savings and Loan  
Notary Public

(YES)

### My Commission Express

..... 19 ..... day or ..... witness my hand and official seal this.

(הכ, זבכ, יבכ)

..... executed said instrument for the purposes and uses therein set forth.  
(his, her, their)

I..... a Notary Public in and for said country 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,  
have executed same, and acknowledged said instrument to be..... Recd and voluntary act and deed and that

..... COUNTY OF .....  
SS: } STATE OF .....  
.....

894(6)1551

BY SIGNING BELOW, BORROWER AGREES AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY DEED(S) EXECUTED BY BORROWER AND RECORDED WITH IT, BORROWER UNDERTAKES THAT HE WILL PAY THE PRINCIPAL AMOUNT OF \$1,000.00 PLUS INTEREST ACCORDING TO THE TERMS AND CONDITIONS SET FORTH IN THE SECURITY INSTRUMENT AND PAY ALL EXPENSES INCURRED BY THE LENDER IN COLLECTING THE SAME.

22. **WARRIOR OF ROMASCERI**: Borrower warriors are given to himseleas exemption in the properties.

23. **Riders to this Security Instruments**: If one or more riders are executed by Borrower and recorded together with this Security instrument, the co-owners and agreeements of each such rider shall be incorporated into and shall amenc and supplement this co-owners and agreeements of each such rider shall be incorporated into and shall amenc and support instruments of this Security Instruments as if the riders were a part of this Security instrument [Ch-6, 7, applicable box(es)].

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

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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 owing 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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18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have compensation of this Security instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable) from the date of this Security instrument or (b) entry of a judgment enforcing this Security instrument to any specific court remittitamente before sale of the Property pursuant to any power of sale contained in this Security instrument. Borrower may specifically request remittitamente before sale of the Property prior to the earlier of (a) any time prior to the date of this Security instrument discontinued; or (b) any time prior to the date of this Security instrument discontinued if Borrower meets certain conditions, Borrower shall have the right to have compensation of this Security instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable) from the date of this Security instrument or (b) entry of a judgment enforcing this Security instrument to any specific court remittitamente before sale of the Property pursuant to any power of sale contained in this Security instrument.

If Leender takes more than 30 days from the date the notice is delivered to pay the amount due, Leender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days during which Borrower may pay all sums secured by this Security Instrument prior to the expiration of this period. Leender may invoke any remedies permitted by this Security Instrument to pay these sums prior to the expiration of this period. Leender may invoke further notice or demand on Borrower.

17. Transfers of the Property or Beneficial Interest in Borrower. If all or any part of the Property or beneficial interest in Borrower is sold or any part of the Property or beneficial interest in Borrower is transferred, the transferor shall copy or furnish one copy of this document to the transferee.

Note 2: The decision to be responsible

13. 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 and the conflict will be controlled by the conflict of laws provision of this Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in 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 Borrower designates by notice to Lender. Any notice shall be given by first class mail to Lender's address Borrower designates by notice to Lender. Any notice given by Lender to Borrower shall be deemed to have been given to Borrower if Lender gives notice to Borrower of the date given as provided for in this Security Instrument.

13. Legislation Affirming Lender's Rights. If enacted, a preparation of applicable laws has the effect of rendering any provision of the Note or this Security Instrument ineffective according to its terms, Lender, at his option, may redraft any immediate payment instrument to accommodate the full sum secured by this Security Instrument and may invoke any remedy permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

12. **Loan Charges.** If the loan secured by any security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the creditor 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 amounts necessary to reduce the loan charge to the permitted limits; and (b) if sums already collected from Borrower which exceed the permitted limits will be reduced by 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 refin'd reduces principal, the reduction will be treated as a partial prepayment without charge under the Note.]

11. Successors and assigns bound; joint and several liability; co-signers. The coverings and agreements of this Security instrument shall bind and entitle the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable to Lender and Borrower and to the other signers of this Security instrument in the same manner as if he were a party thereto.

*By the original Borrower or a power's successors in interest. Any holder in due course of title to any instrument shall not be a waiver of pre-emption or exercise of any right or remedy.*

10. Borrower Not Released; Forbearance By Lender Note & Waiver. Extension of the time for payment of the sum secured by this Security Instrument granted by Lender to any demand made under shall not be valid to commence proceedings against Borrower's successor in interest or referee to amend or alter this instrument by reason of any demand made under this instrument by Lender.

to the sum as defined in section 2 of the Act, will be liable to pay such amount to the Government, whether or not such amount is received by the principal before the date of payment of the amount due to him under the contract.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned officer makes 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, as its option, either to restoration or repair of the Property or

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 or part thereof, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to 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 before the taking divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

any condemned building or other realty of any part of the Property, or for conveyance in lieu of condemnation, are hereinafter referred to as "damages".

8. **Lawsuit.** Lender or its agent may make reasonable entries upon and inspect portions of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying the reasonable cause for the inspection.

"A leader who takes the time to understand his or her organization's mission and vision can make a significant difference in the success of their team," says Dr. Michael B. Tolosa, president of the University of San Francisco.

Изучение языка включает в себя изучение грамматики, лексики, фонетики, орфографии и т.д.

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STATE OF ILLINOIS }  
COUNTY OF COOK }

Notary Public in and for said County, in the State aforesaid, Do hereby Certify, that  
Herbert A. Larson

Ars't Vice-President-Trust Officer of Mount Greenwood Bank and

Chairman of Finance Committee

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Vice-President-Trust Officer, and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument on their own free and voluntary act and on the free and voluntary act of said Bank, as Trustees as aforesaid for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as Debt own free and voluntary act as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th

"OFFICIAL SEAL" of Mount Greenwood Bank  
MARY ROCKLA  
NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 12/19

MARY J. Larson  
Notary Public