

# UNOFFICIAL COPY

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Board; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any interest already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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the date of distribution. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of distribution at the Note rate and shall be payable in full, a sum ("Funds") equal to one-twelfth of the principal of monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of the principal of monthly payments due under the Note, unless Borrower agrees to pay when due.

2. Funds for Taxes and Interest. Subject to applicable law or to a written waiver by Lender, Borrower shall pay when due the principal of and interest on the Note and any charges due under the Note.

1. Payment of Premiums. Borrower and Lender covariant and agree as follows:

UNIFORM COVENANTS. Borrower and Lender covariant and agree as follows:

7. Protection of Lender's Rights in the Property; Mortgage. Borrower shall pay when due the principal of and interest on the Note and any charges due under the Note.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not damage or abuse

any part of the property is acquired by Lender, Borrower acquires the same under this security agreement to the extent of the leasehold and change the property, all or part of the security instrument is on a leasehold,

Borrower shall comply with the provisions of the lease, and if this security instrument or to the lessee hold and

from the due date of the monthlies referred to in paragraphs 1 and 2 or change the amount of the payments, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the amount of

under paragraph 19 the property is acquired by Lender, Borrower's right to any insurance policies and procedures, if

any damage to the property is caused by Lender, Borrower shall pass to Lender to the extent of the same secured by this security agreement to the lessee hold and

unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or replace

all receipts of paid premiums and renewals, if Lender requests, in the event of loss, Borrower shall give prompt notice to Lender

unless Lender has the right to hold the receipts of premiums and renewals, if Lender requests, in the event of loss, Borrower shall give prompt notice to Lender

A. All insurance policies and renewals shall be held by Lender and shall include a standard mortgage clause,

unless Lender have the right to receive paid premiums and renewals, if Lender requests, in the event of loss, Borrower shall give prompt notice to Lender

B. All insurance premiums and renewals shall be held by Lender and shall include a standard mortgage clause,

unless Lender has the right to receive paid premiums and renewals, if Lender requests, in the event of loss, Borrower shall give prompt notice to Lender

C. All insurance premiums and renewals shall be held by Lender and shall include a standard mortgage clause,

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D. All insurance premiums and renewals shall be held by Lender and shall include a standard mortgage clause,

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H. All insurance premiums and renewals shall be held by Lender and shall include a standard mortgage clause,

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I. All insurance premiums and renewals shall be held by Lender and shall include a standard mortgage clause,

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J. All insurance premiums and renewals shall be held by Lender and shall include a standard mortgage clause,

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L. All insurance premiums and renewals shall be held by Lender and shall include a standard mortgage clause,

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M. All insurance premiums and renewals shall be held by Lender and shall include a standard mortgage clause,

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N. All insurance premiums and renewals shall be held by Lender and shall include a standard mortgage clause,

unless Lender has the right to receive paid premiums and renewals, if Lender requests, in the event of loss, Borrower shall give prompt notice to Lender

O. All insurance premiums and renewals shall be held by Lender and shall include a standard mortgage clause,

unless Lender has the right to receive paid premiums and renewals, if Lender requests, in the event of loss, Borrower shall give prompt notice to Lender

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LOAN # 85012045  
69 5 0 5 6 2 1

COOK COUNTY, ILLINOIS  
FOR RECORD

433 AMY 25 PM 3:01

89505621

89505621

[Space Above This Line For Recording Date]

15  
go

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 16,  
1989. The mortgagor is SHARON A. DENNISON A/K/A / SHARON DENNISON, DIVORCED AND NOT  
SINCE REMARIED ("Borrower"). This Security Instrument is given to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing  
under the laws of THE UNITED STATES OF AMERICA, and whose address is Monroe & Clark Streets, Chicago, Illinois 60603 ("Lender").  
Borrower owes Lender the principal sum of SEVENTY ONE THOUSAND AND 00/100 Dollars (U.S. \$ 71,000.00). 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 11-01-2004. 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 28 (EXCEPT THE EAST 32.33 FEET IN THE ZOP) IN WEST OAKS SUBDIVISION UNIT 1, BEING  
A SUBDIVISION IN SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

72-30-402 D.M./EC F  
Date

89505621

PERMANENT TAX I. D. NUMBER 09-15-218-148

which has the address of 9152 HOLLOWBERRY (Street) DIX PLAINES (City)  
Illinois 60016 (Zip Code) ("Property Address");

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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This instrument was prepared by Notary Public Janet L. Paluch, 220 W. North Avenue, Chicago, IL 60603

NOTARY PUBLIC, STATE OF ILLINOIS	MY COMMISSION EXPIRES 03/11/91
JANET L. PALUCH	
NOTARY PUBLIC	
"OFFICIAL SEAL"	

Witness my hand and official seal this day of OCTOBER 16TH 1989.

(he, she, they)

executed said instrument for the purposes and uses herein set forth.

(his, her, their)

have executed same, and acknowledge said instrument to be **RECORDED**.

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, do hereby certify that

**SHARON A. DENNISON A/K/A SHARON DENNISON, DIVORCE AND NOT SINE NECESSITATE**

, a Notary Public in and for said County and State, do hereby certify that

JANET L. PALUCH

COUNTY OF COOK  
STATE OF ILLINOIS

SS:

[Specify Below the Line for Acknowledgment]

SHARON A. DENNISON A/K/A SHARON DENNISON  
*Sharon A. Dennison*

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Agreement.

22. Waiver of Homestead. Borrower waives all rights of homestead except 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 this Security Instrument. The covenants and agreements of each such rider shall be a part of this Security Instrument.

24. Rider(s) (Specify) [ ]

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

25. Lender in Possession. Upon collection 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 duly authorized receiver) shall be entitled to collect all sums accrued by Borrower which exceed the amount of the costs of management of the Property and collection of rents, including, but not limited to payment of the receiver's fees, premiums on the Property including those paid by Lender or the receiver, and the amounts received by this Security Instrument.

26. Release. Upon demand and reasonable attorney fees, and when to the sum security instrument costs, Lender shall release this Security Instrument.

27. Waiver of Homestead. Borrower waives all rights of homestead except in the Property and at any time 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 in full or in part or any other default or non-payment of any other debt or obligation of Borrower to Lender to secure payment of the same.

28. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including, but not limited to, reasonable attorney fees and costs of title evidence.

29. Lender shall be entitled to collect all expenses incurred in the preparation of any other documents required to record or file this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

30. Lender shall be entitled to collect all expenses incurred in the preparation of any other documents required to record or file this Security Instrument without further demand and may foreclose this Security Instrument in full or in part or any other default or non-payment of any other debt or obligation of Borrower to Lender to secure payment of the same.

31. Acceleration. Lender shall give notice to the debtor to prepay the debt specified in the notice of acceleration or demand, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the debtor must be cured; (d) that failing to do so the debtor is liable to the creditor for acceleration of the sum due.

32. Acceleration of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless specifically provided otherwise). The notice shall specify: (a) the date to accelerate; (b) the action required to cure the debt; and (c) the date to provide for acceleration after acceleration.

33. 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 specifically provided otherwise). The notice shall specify: (a) the date to accelerate; (b) the action required to cure the debt; and (c) the date to provide for acceleration after acceleration.

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89505621

Loan No. 85012045

## FIXED RATE MORTGAGE RIDER

THIS FIXED RATE MORTGAGE RIDER is made this 16TH day of OCTOBER,

1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument located at:

9152 HOLLIBERRY, DES PLAINES, IL 60016

(PROPERTY ADDRESS)

### ADDITIONAL NON-UNIFORM COVENANTS.

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

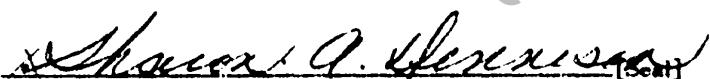
24. ADDITIONAL INSURANCE. In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.

25. RELEASE FEE. Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon payment to the Lender of the indebtedness secured hereby, pursuant to the terms hereof and the payment of its reasonable release fee.

26. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

27. RIDER TERMINATION. In the event the Lender transfers, sells, or assigns this Security Instrument, in whole or part, to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or Government National Mortgage Association, this Rider shall be null and void and of no force and effect.

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

  
\_\_\_\_\_  
**SHARON A. DENNISON** [Seal]  
BORROWER  
A/K/A SHARON DENNISON  
\_\_\_\_\_  
BORROWER [Seal]

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

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