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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 Bound; 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 sums 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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Interest may accrue during such period at the rate of percent per annum, and shall bear interest from the date of disbursal until the Note is paid in full; interest accrued prior to the date of payment 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 disbursal at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

In the *Lender's* discretion, if the *Lender* may do and pay for whatever is necessary to protect the value of the Property and *Lender's* rights (regulations), then *Lender* may do and pay for whatever is necessary to protect the value of the Property and *Lender's* rights (regulations) in the *Report*, Lenders' actions may include paying reasonable attorney fees and expenses incurred by a lien which has priority over this Security instrument in court, paying reasonable attorney fees and expenses incurred by a lien which has priority over this Security instrument under this paragraph, *Lender* does not have to do so.

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 if there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation) or to enforce laws or regulations affecting the Property, Lender may terminate this Security Instrument.

6. Preservation and Maintenance of Property: Lessees shall follow the procedures outlined in the lease agreement to maintain and preserve the property. They must keep the premises clean, repair any damage caused by them or their guests, and ensure that all structural components remain in good condition.

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.

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 the topay to Lender and Borrower of this document, witness of their hand and seal or affix hereto, in the presence of the parties, when the notice is given.

Applied to the sums accrued by this Security Instrument, whether or not timely due, with any excess paid to Borrower at set forth above, within 30 days of notice from Lender that insurance has failed to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or replace the property or to pay sums accrued by this Security Instrument, whether or not timely due. The 30-day period will begin

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 or lessened, security is not lessened, if the restoration or repair is not needed by this Security instrument whether or not when made in Borrower's favor.

Lender shall have the right to hold the Policies and repossess all receivables of Lender and shall terminate a servitude holding over under all receipts of premiums and renewals. If Lender gives prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower, Lender may make proof of loss if the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

insurance premium. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance company shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

5. Hazardous Materials. Borrower shall keep the improvements now existing or hereafter erected on the Property measured against losses by fire, hazards included within the term "exterior land coverage" and any other hazards for which Lender is liable under the terms of the Note.

Agreement that establishes or amends or terminates or transfers or otherwise affects the interest of the holder in the property; or (c) securities from time to time issued by the company.

Borrower shall promptly disclose any security interest which has priority over this Agreement. Security Instruments Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) commutes in good faith the lien by, or delegates Agreements to Lender, or (c) the lien in, legal proceedings which in the Lender's opinion holds to good agreements in writing to the payee of the obligation secured by the lien in a manner acceptable to Lender.

to be paid under this instrument directly to the Person or persons to whom payment may be due in such manner as the holder may direct.

Note: third, to amounts payable under paragraph 2; fourth, to interests due; and last, to principal due.
4. Charge, to owner's salary by all taxes, assessments, charges, expenses and positions attributable to the property which may attain priority over this security instrument, and leaseshold payments or ground rents, if any.
Borrower shall pay these debts obligations in the manner provided in paragraph 2 or in that manner, Borrower shall

application is a credit, it must be the size of the amount of the security instrument, and it may not exceed one-half of the amount of the security instrument.

amounts necessary to make up the deficiency in one or more payments by sums secured by such instruments as required by Lender.

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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to maturity of the Funds held by Lender, exceeds the amount of the Funds shown in the Security Instrument, the Funds Security Instrument shall be deemed to be in default.

The Funds shall be held in an institution 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 shall be held in an institution 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.

one-welfth 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 "second items." Lender may estimate the funds due on the Security Instrument, date and place of delivery of which may be determined by the parties.

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Funds for Taxes and Insurance;** Prepayment and late charges due under the Note 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

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18504/4 July

Mail Recorded Mortgage to:
NORWEST MORTGAGE, INC.
 CUSTOMER SERVICE LOAN DOCUMENTATION
 1200 MIDWEST PLAZA EAST
 800 MARQUETTE AVENUE S.
 MINNEAPOLIS MN 55402

497035

89515725

(Space Above This Line For Recording Data)

ILCM

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 23 1989**. The mortgagor is **WILLIAM J. PLUM AND JUDITH A. PLUM, HUSBAND AND WIFE**.

14 00

Borrower ("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 780, WATERLOO, IA 507040780**. ("Lender"). Borrower owes Lender the principal sum of **NINETY THOUSAND AND 00/100**.

Dollars (U.S. \$.....). 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 **NOVEMBER 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:

LOTS 2 AND 3 IN BLOCK 4 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: **1103 MARENCO FOREST PARK IL 60130**

PERMANENT TAX INDEX NUMBER: **15-13-429-017-0000**

TAX STATEMENTS SHOULD BE SENT TO:
GMAC MORTGAGE CORPORATION OF IOWA, P.O. BOX 780, WATERLOO, IA 507040780

which has the address of **1103 MARENCO FOREST PARK**,
(Street) (City)

Illinois 60130 ("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.

UNOFFICIAL COPY 146537 2021 RELEASE UNDER E.O. 14176

NORWEST MORTGAGE, INC.
THIS INSTRUMENT WAS DRAFTED BY: MATTEA
SANTACRUZ

246 E. JANATA BOULEVARD
LONGBARD, IL 601485377

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23RD DAY OF OCTOBER, 1989, BY WILLIAM J. PLUM AND JUDITH A. PLUM, HUSBAND AND WIFE

COUNTY OF COOK

STATE OF ILLINOIS

Space Below This Line For Acknowledgment

—Gentlemen

Borrower

*Bontomer
(Seal)*

—Gatower

BONOMER
(gas)

—Bottom
.. (Sec.)

WILLIAM J. PLUM

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

Other(s) [specify]

Plane Unit Development Rider

Graduated Payment Rider

2-4 Family Rider Corporate Rider

23. **Refers to this Security Instrument**, if one or more riders are executed by Borrower and recorded together with this Security Instrument, it one of more riders are executed by Borrower and recorded together with this Security Instrument, the coveralls and agreements of this security instrument as if the rider(s) were a part of this Security Instrument.

21. **Kerecne.** Upon payment of all sums secured by this security instrument, Lender shall release this security instrument to Borrower. Borrower shall pay any recordation costs.

22. **Waiver of Homestead.** Borrower waives all right of homestead information in the Property.

managemeent of the Property and all claim of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and due to the sums secured by this Security Instrument.

including, but not limited to, reasonable attorney fees and costs of title evidence.

by this Security Council without prejudice to all other remedies provided in this paragraph 19.

accrued by this Security Instrument, or otherwise by judicial proceeding and sale of the Property. The notice shall further accrue to the credit of the Lender at its option may require immediate payment in full of all sums secured before the date specified in the note, Lender at its option may require immediate payment in full of all sums secured non-exceeding one year after default of Borrower to accelerate and foreclose. If the default is not cured on or before the date of any other default or event of default of Borrower to accelerate and foreclose, Lender at its option may require immediate payment in full of all sums secured

15. A certificate of insurance; warehousemen, carriers and other persons engaged in the business of transporting goods by land or sea, shall furnish to the carrier a copy of the policy of insurance covering such goods, and (d) such a bill of lading as will insure the safe delivery of the goods to the consignee.

NON-UNIFORM COVARIANTS. BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

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