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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 loans 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 actions 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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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.

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 coverage shall not merge unless Lender agrees to the merger in writing.

Instrumentum immedietalely prior to the aequation. 6. Preservation and Administration of Property; Leasesholdes. Borrower shall not destroy, damage or substauntially change the Property, allow the Propertor to deteriorate or comitt 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 lessee hold and charge the Propertor, allow the Propertor to deteriorate or comitt waste. If this Security instrument is on a leasehold, Borrower shall shall completely pay the Propertor, and if Borrower acquires fee title to the lease, the lessee hold and charge the Propertor, allow the Propertor to deteriorate or comitt waste. If this Security instrument is on a leasehold, Borrower shall shall completely pay the Propertor, and if Borrower acquires fee title to the lease, the lessee hold and charge the Propertor, allow the Propertor to deteriorate or comitt waste.

when the notice is given.

Unless a landlord 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 paragraph 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 received by this Security

Unless Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to restoration or repair of the property damaged, if the restoration of repair is economically feasible and Lender's security is not lessened. If the restoration of repair is not economically feasible and Lender's security is not lessened, if the sum secured by this instrument is not commensurately feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this instrument, whether or not then due, within 30 days of notice from Lender, until the insurance premium is 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 instrument, whether or not then due, if the day period will begin

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, unless otherwise specifically withheld.

5. **Hazard Insurance.** Borrower shall keep the property elements 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.

Borrower shall promptly disclose to Lien which has Priority over this Security Instrument unless Borrower: (a) receives instructions from the payee in writing to do so; or (b) consents in good faith to the payee's acceptance of the obligation incurred by the Lender in a manner acceptable to the Lender.

Note: Third, to amounts payable under paragraph 2; fourth, to late charges due under the Note; second, to prepayment charges due under the paragraph 1 and 2 shall be applied; first, to late charges due under the Note; and last, to principal due.

Upper payment in full of all sums accrued 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 refund to Borrower within 15 days following payment in full of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, in order to the sale of the Property is sold or acquired by Lender, and any Funds held by Lender at the time of this instrument as a result of payments, unless otherwise provided by this Security Instrument.

If the sum of the Funds held by Lender, together with future monthly payments of Funds payable prior to 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 paid to Borrower or credited to Borrower's account in the Funds, if the amount necessary to make up the deficiency in one or more payments by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount of the Funds held by Lender to pay the escrow items when due, if the amount necessary to make up the deficiency in one or more payments 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 by Lender.

state agency (including Leander if Leander is such an institution). Leander shall apply the Funds to pay the escrow items, Leander may not charge for holding and applying the Funds, analyze the account or verifying the escrow items, unless Leander pays Borrower interest on the Funds and applicable law permits Leander to make such a charge. Leander shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the proceeds for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

The Funds shall be entitled to all assessments which may attain priority over this Security Instrument: (a) yearly taxes and assessments which my be imposed on the Property, if any; (b) yearly hazard insurance premiums; and (d) yearly leasehold payments of ground rents on the Property, if any; (c) yearly insurance premiums; and (e) yearly mortgagage insurance premiums, if any; (f) yearly taxes and assessments of future escrow items.

1. Payment of Principal and Interest Prepayment shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments due under the Note.

2. Funds for Taxes and Insurance. Subsidiary 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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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 DEC -7 PM 12: 24

89583447

89583447

(Space Above This Line For Recording Date)

ADJUSTABLE RATE MORTGAGETHIS MORTGAGE ("Security Instrument") is given on DECEMBER 5,
1989. The mortgagor is BARBARA BRAND, A WIDOW15⁰⁰

("Borrower") This Security Instrument is given to

STANDARD FEDERAL SAVINGS & LOAN ASSN. OF CHGO
which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is
4192 S. ARCHER AVENUE CHICAGO, ILLINOIS 60632
("Lender").Borrower owes Lender the principal sum of
FIFTY THOUSAND DOLLARS & NO CENTS

Dollars (U.S. \$ 50,000.00)

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 JANUARY 1, 2020. 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

UNIT 9-38-L-R IN OLD ORCHARD COUNTRY CLUB VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

County, Illinois:

PORTIONS OF OLD ORCHARD COUNTRY CLUB VILLAGE, BEING A RESUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MOUNT PLEASANT, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 29, 1988 AND KNOWN AS TRUST NUMBER 104695-00 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 89-159,830, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) AS AMENDED FROM TIME TO TIME.

PIN# 03-28-202-004-0000 (AFFECTS THIS & OTHER PROPERTY)
03-28-202-006-0000

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, ALL RIGHTS AND EASEMENTS APPURTEINANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THE MAILING ADDRESS OF THE MORTGAGOR FOR PURPOSES OF ALL NOTICES UNDER THE CONDOMINIUM PROPERTY ACT IS:

STANDARD FEDERAL SAVINGS & LOAN ASSN. OF CHICAGO
6192 ARCHER AVENUE, CHICAGO, IL. 60632

which has the address of 1406 A CLOVE COURT #38-L-R MT PROSPECT
(Street) (City)

Illinois 60056
(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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CHICAGO, ILLINOIS

4192 S. ARCHER AVENUE

KATHI PARZ

KATHY PARZ

National Public

July 10, 1985. *Sicambra*

STATE COMMISSION ON EQUAL OPPORTUNITY
101 N. WABASH AVE., CHICAGO, ILLINOIS 60602

My Commission expires:

staged and delivered the said instrument as free and voluntary act, for the uses and purposes herein

he subscribed to the foregoing instrument, appreared before me this day in person, and acknowledged that

personally known to me to be the same person(s) whose name(s) _____

do hereby certify that BARBARA BRAND, A WIDOW

K. Hc-SH **STATE:** **A Notary Public in and for said county and state.**

STATE X. HISTORICAL

County ss: C-664

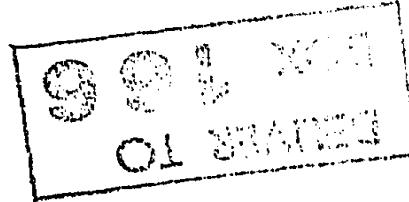
STATE OF ILLINOIS.

[Space below this line for Acknowledgments]

-BORROWER
SCL)

• BORROWER
• (Sear)

—Borrower
(1935)



By SIGNING BELOW, Barracuda[®] accepts to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.