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89256403

BOX 333 - GG

89256403

mailto

THE PRUDENTIAL HOME MORT GAGE COMPANY

TWS TRUMENT PREPARED BY MINNEAPOLIS, MN 55402

MORTGAGE

\$16.00

THIS MORTGAGE (Security Instrument Lie	JUNE 06,
1989 The morlespor is HOWARD M. LEGGI	ETT III AND
PATRICIA A.	given on JUNE 06, ETT III AND BURLINGHAM, HUSBAND AND WIFE

(*R	orrower"). This Security Instrument is given to
THE PRUDENTIAL ADME MORTGAGE	orrower"). This Security Instrument is given to
THE STATE OF NEW JE	RSEY and whose address is
8000 MARYLAND AVILUE, SUITE	RSEY , and whose address is 1400, CLAYTON, MISSOURI 63105 ('Lender') HUNDRED FIFTY-SEVEN THOUSAND AND). This debt is evidenced by Borrower's note
Borrower owes Lender the principal rum of ONE	HUNDRED FIFTY-SEVEN THOUSAND AND
NO/100	
Dollars (U.S. S. 157,000,00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("No	ste"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on JULY 0	1, 2019 This Security Instrument
secures to Lender: (a) the renayment of the deligible	lenced by the Note, with interest, and all renewals, extensions and
modifications: (b) the navment of all other sums. wi	interest, advanced under paragraph 7 to protect the security of this
Security Instrument: and (c) the performance of Box	wer's covenants and agreements under this Security Instrument and
the Note For this purpose Borrower does bereby r	nortrage, grant and convey to Lender the following described property
located in	County, Illinois
RIGHTEL III	

SEE SCHEDULE A ATTACHED HERETO AND MIDE A PART HEREOF.

8925640

THIS IS A PURCHASE MONEY MORTGAGE

0/0/4/5

THE MORTGAGOR(S) AGREE TO PAY A LATE PAYMENT SERVICE CHARGI NOT TO EXCEED FOUR (4) CENTS FOR EACH DOLLAR (\$1.00) FOR EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS.

which has the address of Street (Street) (City)

| Chicago (City) (City) (City) (City) (City) (City) (City)

Illinois (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 seised 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.

Form 3014 12/83

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 leasthold 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 a princent 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 a 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 Londer. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prompt 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 Pryments. 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 payr the under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrover shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority or at 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 of wed 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 ten which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation are ed 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 amount 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 nall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender require, 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 proce of 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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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 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. Borraier Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of enortization 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 positify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrover or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy

shall not be a waiver of o preclude the exercise of any right or remedy.

11. Successors and Assiras Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and henefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's comants 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 vider 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 n ay shoose 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 No e.

13. Legislation Affecting Lender's Rights. If enacurant or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument uninforceable 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 she wike the steps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Ir strument 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 designal is by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borro'ver or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by feeleral 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 histrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this leev it, Instrument and the

Note are declared to be severable.

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

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's 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.

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 specific 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, casonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration 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 judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of 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 une sums secured by this Security Instrument.

10/8/89

My commission expires:

21. Release. Upon payment of all sums .ec. red by this Security Instrument, Lender shall release this 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 or 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))

(Check applicable box(es))		.,	•	
Adjustable Rate Rider	X Condon	ränium Rider	2 · 4 Family	Rider
Graduated Payment Rider	Plannee	d Unit Development Rider		
Other(s) (specify)		2		
BY SIGNING BELOW, Borrower accept	s and agrees to the t	terms and cover ants contains	ed in this Security Instrume	nt and in
any rider(s) executed by Borrower and recorded	with it.	1 0/1		
	(Seal) -Borrower	HOWARD M. TE	CGETT III	(Seaf) -Borrower
	(Seal) -Borrower	Febr: 7	BURLINGPAM	(Scal)
	(Scal)eBorrower			ScalX Borrower
	Space Below This Line F	、 or Acknowledgement)		
STATE OF ILLINOIS COUNTY OF COOK SS:				į
THE FOREGOING INSTRUMENT WAS ACKI by HOWARD M. LEGGETT III AND PATE		-		
	(s) acknowledg			
		/ /		

and is incor	porated into an		ed to amend and			Deed of Trust or Se secure Borrower's N	
•	•	_	TGAGE COM	•	•		
(the "Lende	er") of the same	date and covering	ng the Property o	described in t	he Security Instr	ument and located	at:
1058	ARMITAGE	, UNIT A	CHICAGO,		ii		
The Proper known as:	ty includes a	unit in, togethe		y <i>Address)</i> vided interes	it in the commor	n elements of, a cor	dominium projec
KENS	INGTON CO	MUINIMOUN					
Association ^a	") holds title to	property for t	the benefit or t	other entity w	hich acts for the embers or shar	Condominium Projection of the Proper Condominium Project of the Proper Condominium Project of the Cond	ect (the "Owners erty also includes
		NTS. In addition		ants and agre	eements made i	n the Security Instr	ument, Borrower
Constituent Condominiu	Documants. The m Project; (3) b	e "Constituent y-laws; (iii) code	Documents* are	the: (i) Dec ; and (iv) oth	daration or any per equivalent	s under the Condor other document v documents. Borrow s.	hich creates the
or "blanket" amounts, for "extended c	policy on the s the periods, a overage, then:	Condominium Pr nd against the I	oject which is sa nazards Lender	itisfactory to l requires, inc	Lender and whic luding fire and	ccepted insurance c h provides insuranc hazards included	e coverage in the within the term
premium ins (ii) B	stallments for ha orrower's obliga	zard insurante dition under Unifo	on the Property;	and to maintain h	azard insurance	coverage on the Propolicy.	, -
Borrowe	r shall give Lend	der prompt notic	e cí ally lapse ir	required ha	zard insurance c	overage.	
vhether to t	he unit or to col	nmon elements,		payable to I	Borrower are he	pair following a los reby assigned and aid to Borrower.	
						o insure that the Overage to Lender.	vnors Association
connection elements, o	with any conde r for any conve	mnation or othe /ance in lieu of o	er taking of all condemnation, a	or any parti are herebyai	of the Property, saigned and sha	nsequential, payable whether of the unit of the paid to Lender Uniform Covenant	or of the common r. Such proceeds
either partiti		the Property or	consent to:			vith Lender's prior	·
aw in the ca Iomain;	ise of substantia	il destruction by	fire or other ca	asualty or in	the case of a	taking by condemnates to	ation or eminent
(iii) te (iv) an	rmination of pr ny action which	ofessional man	agement and a he effect of ren	ssumption of	self-managem	ent of the Owners urrace coverage m	Association: of-
nstrument. \	bursed by Lend Unless Barrawei	er under this P and Lender age	aragraph F sha ree to other term	il become ad ns of payment	ditional debt of these amounts	ue, then Lender ma Borrowe, futured s shall bear interest er to Borrow a eq	by the Security from the date of
BY SIGNIE	4G BELOW, Bor	rower accepts	and agrees to	the terms an	d provisions co	ntained in this Cond	tominium Rider.
Hou	earthr.	legro	Ca. (Seal)	ail	AK	>	(Seal)
у С	RD M. LEG	GETT III	Borrower	PATI	RICIA A. B	URLINGHAM	-Borrower
			(Seal) -Borrowar		,		(Seal) -Borrower
			1011				10 . 11 . 17
			-Borrower				-Borrower

TO SECURITY INSTRUMENT DATED JUNE 6, 1989, BETWEEN HOWARD M. LEGGETT III AND PATRICIA A. BURLINGHAM AND THE PRUDENTIAL HOME MORTGAGE COMPANY, INC.

SCHEDULE A

UNIT NUMBER 1058-A, IN THE KENSINGTON CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 19 TO 29 IN BLOCK 4 1' MORGAN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 10 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN COOK COUNTY, ILLINOIS AS DOCUMENT 25484942, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN# 14.32.223-035-1027

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