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WHEN RECORDED MAIL TO:
COUNTRYWIDE FUNDING CORPORATION
185 N. LAKE AVENUE
PO BOX 7137
PASADENA, CALIFORNIA 91109-7137

COUNTRYWIDE
LOAN # 5082971
NONE

90526786

SPACE ABOVE FOR RECORDER'S USE

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given OCTOBER 26 , 19 90 . The mortgagor is EUGENE A. DELANEY & GAYLE M. DELANEY HUSBAND AND WIFE AS JOINT TENANTS

("Borrower").

This Security Instrument is given to COUNTRYWIDE FUNDING CORPORATION

under the laws of NEW YORK , and whose address is 155 North Lake Avenue , Pasadena, Ca. 91109-7137 ("Lender").
Borrower owes Lender the principal sum of ONE HUNDRED SEVENTY THOUSAND & 00/100 Dollars (U.S. \$ 170,000.00).

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 NOVEMBER 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 County, Illinois

LOT 8 TN BLOCK 4 IN. EASTWOOD, A SUBDIVISION OF THE EAST 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NUMBER: 03-29-416-008-0000

which has the address of 211 NORTH HICKORY....., ..ARLINGTON HEIGHTS.....,
(Street) (City)
Illinois 60004 ("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 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.

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I, THE UNDERSIGNED,		EUGENE A. DELANEY	and GAYLE M. DELANEY
a Notary Public in and for the County and State		of Herkimer County, New York	and Herkimer, New York
of whom the undersigned is personally known to me to be the same		person whose name(s) are	person and acknowledged that they
, this 26th day of October, 1990.		subscribed to the foregoing instrument, appeared before me this day in	free and voluntary act for the uses and purposes therein set forth.
		signed, sealed, and delivered to me this said instrument as THEIR	
		Notary Public, State of Illinois	My Commission Expires 2/16/93
		Notary Public	
This instrument was prepared by:			
ROBERT C. CAREY			
COUNTYWIDE FUNDING CORPORATION 1827 WALDEN OFF. SQ. SUITE 250 SCHAUMBURG, ILLINOIS 60173			

Instrument and in any ride(s) executed by Borrower and recorded with title.
By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security
Instrument and in any ride(s) executed by Borrower and recorded with title.

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 or by judgment of the appropriate court shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those collected by Lender or the receiver shall be entitled to pay first to Lender or the receiver's bonds and reasonable attorney fees, and then to the sums secured by this Security instrument.

21. Release. Upon payment of all sums accrued 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. Rights to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security instrument as if the rider(s) were a part of this Security instrument. [Check applicable boxes(es)]

14 Family Rider
 Condominium Rider
 Planned Unit Development Rider
 Graduate Rider
 Adjustable Rate Rider
 Other(s) [Specify] _____

19. **Acceleration:** Remedies. Lender shall provide to Borrower a five-day notice to accelerate following Breach of Any Covenant; Remedies. Lender shall provide to Borrower a five-day notice to accelerate following Breach of Any Covenant or Agreements Other Than This Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless specifically so provided otherwise). The notice shall specify: (a) the date of breach; (b) the action de faulted; (c) the full amount payable in law prior to the date the notice is given to Borrower; and (d) the full amount payable in law prior to the date the notice is given to Borrower if the breach continues for more than 30 days from the date the notice is given to Borrower. The notice shall specify all expenses incurred by Lender in collecting on the debt, including attorney's fees and costs of title evidence.

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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 covenant 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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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 by Lender until paid at the rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Institutional, appearing in court, paying reasonable attorney fees and entitling an injured party to make repairs, a medical

7. Protection of Lender's Rights in the Property: Mortgagor shall pay all expenses connected with the property in the Securitization instrument, or there is a proceeding in bankruptcy, probate, for condemnation of it under 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 interest.

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and borrowser shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and free title shall not merge unless Lender agrees to the merger in writing.

when the notice is given. Unless otherwise agreed 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 of clause 10 if insurance policies and/or excesses relating under paragraph 19 the property is acquired by lender. Borrower's right to any insurance policies and/or excesses relating

applied to the sums secured by this Security Instrument, whether or not there due, with any excess paid to Borrower, if Borrower abandons property, or does not answer a notice from Lender, either before or during the term of this Note, or before it has been paid in full, Lender may use the proceeds to repair or replace the property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin offered to service a claim, Lender may use the proceeds to repair or replace the property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin

carrier and Lender, Lender may make payment of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender renews, 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 company.

Borrower shall promptly discharge, and when which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation so agreed by the lender in a manner acceptable to Lender; (b) commutes in good faith the lien by, or defers against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to frustrate in writing to the payment of the obligation so agreed by the lender in a manner acceptable to Lender; (c) takes one or more of the actions set forth above within 10 days of the giving of notice.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied: First, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

any Funds held by Lender, if under Paragraph 19 the Property is sold or acquired by Lender, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

at Borrower's option, either promptly repaid to Borrower or credited to Borrower's account in one of more monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the expenses incurred by this Security Instrument, Lender shall promptly refund to Borrower

If the amount of the Funds held by Lender, together with 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, this Security Instrument.

Lenders may agree in writing that interest shall be paid on the Funds. Unless an agreement is made by the parties to otherwise, an annual account showing credits and debits to the Funds and under the same heading each debit to the Funds was made. The Funds are pledged as additional security for the sums accrued by

The Funds shall be held in an institution the depositors of which are insured by a federal or state agency including Lender is such an institution). Lender shall apply the Funds to pay the escrow items, state agency fees, and other expenses of the escrow items.

one-half-twelfth of (a) yearly taxes and assessments which may accrue on the ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly motor-vehicle insurance premiums, if any. These items are called "escrow items". Landlord may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

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