

90551714

90551714

DEPT-01 RECORDING \$16.00
143333 TRAN 9765 11/13/90 09:25:00
66562 & C *--90-551714
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 6, 1990. The mortgagor is JUNIUS BROWN & ELLA W. BROWN, HUSBAND & WIFE. ("Borrower"). This Security Instrument is given to GALUMET SECURITIES CORPORATION, which is organized and existing under the laws of the State of Indiana, and whose address is P. O. Box 208, Schererville, Indiana 46375 ("Lender"). Borrower owes Lender the principal sum of SIXTY SIX THOUSAND ONE HUNDRED FIFTY AND NO/100 Dollars (U.S. \$ 66,150.00). 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 DECEMBER 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:

the Northerly line of said Lot 1, which point is 351.34 feet Easterly (measured along said Northerly line from the Northwest corner of Lot 1; thence Southwesterly along said Northerly line, a distance of 148.26 feet; thence Southerly in a straight line, a distance of 218.7 feet to point of beginning in Cook County, Illinois (Excepting therefrom that part of said Lot 1 bounded and described as follows: Commencing at the Northwest corner of said Lot 1; thence Southerly along the West line of said Lot 1, 148.26 feet to a Point, thence Southeasterly along a line drawn at an angle of 100 degrees, measured from North to Southeast with said West line, a distance of 206.14 feet to the point of beginning; thence continuing on said East Described Line, 145.20 feet to a Point; thence Northerly in a straight line parallel to the West line of said Lot 1 to a Point which intersects the Northerly line of said Lot 1 at a Point 351.34 feet Easterly (Measured along said Northerly line) from the Northwest corner of said Lot 1, a distance of 135.10 feet to a Point, thence West at right angles to the last described line, a distance of 143.00 feet; thence South 109.88 feet to the point of beginning) in Cook County, Illinois.

Permanent Tax No: 29-15-102-018 and 019
COMMON ADDRESS : 25 E. 157th Street, South Holland, IL 60473

which has the address of 25 E. 157th Street South Holland, Illinois 60473 ("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.

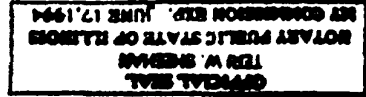
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

90551714

Handwritten initials/signature

UNOFFICIAL COPY

Box 254



This instrument was prepared by: R. G. JONES, JR., VICE PRESIDENT OF CALUMET SECURITIES CORPORATION, P. O. BOX 208, SCHERERVILLE, IN 46375

Given under my hand and official seal, this 17th day of November, 1994, My Commission expires: 6-17-94 and voluntary act, for the uses and purposes therein set forth, and acknowledged that signed and delivered the said instrument, as subscribed to the foregoing instrument, appeared before me this day in person, personally known to me to be the same person (s) whose name (s) do hereby certify that Junius Brown & Ella W. Brown, Husband & Wife, a Notary Public in and for said county and state,

State of Illinois, County SS.

Junius Brown (Seal) Ella W. Brown (Seal)

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders (executed by Borrower, and recorded with it)

- 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 specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument 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, reasonable attorney's 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 receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.
21. Release. Upon payment of all sums secured 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 one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders) were a part of this Security Instrument. (Check applicable box(es))
[] Adjustable Rate Rider
[] Condominium Rider
[] 2-4 Family Rider
[] Planned Unit Development Rider
(Others) [Specify]

90551714

UNOFFICIAL COPY

Form 3014 12/83

ILLINOIS Single Family FNUA/FHMA UNIFORM INSTRUMENT

90551714

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 is unencumbered, except for encumbrances of record and 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 governing real property.

which has the address of 25 E. 157th Street
 (Street)
 Illinois 60473
 (Zip Code)
 ("Property Address");
 (City) South Holland,

90551714

Property of Cook County Clerk

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 6, 1990. The mortgagor is JUNIUS BROWN & BLA W. BROWN, HUSBAND & WIFE ("Borrower"). This Security Instrument is given to CALUMET SECURITIES CORPORATION under the laws of the State of Indiana and whose address is Schererville, Indiana 46375 and whose address is F. O. Box 208, Schererville, Indiana 46375. Borrower owes under the principal sum of SIXTY SIX THOUSAND ONE HUNDRED FIFTY AND NO/100 (\$66,150.00) Dollars (U.S. \$ 66,150.00). 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 DECEMBER 1, 2020. This Security Instrument secures to Lender (a) the payment 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. Lender and Borrower agree to enter the following described property located in Schererville, Indiana, Illinois, and convey to Lender the following described property

MORTGAGE

[Space Above This Line for Recording Data]

DEPT. OF RECORDING
 147334 TRAM 5765 11/15/90 09:00:00
 65562 & C * 01 551714
 COOK COUNTY RECORDER

90551714

90551714

9 0 5 5 1 7 1 4

UNOFFICIAL COPY

90551714

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 specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument 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, reasonable 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 the sums secured by this Security Instrument.

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

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

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

Junius Brown (Seal) Borrower
 Junius Brown
Ella W. Brown (Seal) Borrower
 Ella W. Brown

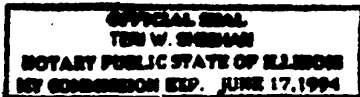
[Space Below This Line For Acknowledgment]

State of Illinois, County SS: I, *Terri W. Sheehan*, a Notary Public in and for said county and state, do hereby certify that Junius Brown & Ella W. Brown, Husband & Wife

personally known to me to be the same person (s) whose name (s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument, as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *6th* day of *July* My Commission expires: *6-17-94* *Terri W. Sheehan* Notary Public

This instrument was prepared by: R. G. JONES, JR., VICE PRESIDENT OF CALUMET SECURITIES CORPORATION, P. O. BOX 208, SCHERERVILLE, IN 46375



Box 254

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.

90551725

UNOFFICIAL COPY

UNIFORM MORTGAGE RIDER | 7 | 4

This Uniform Mortgage Rider is made this 6th day of NOVEMBER 19 90, and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned, the Mortgagor, to secure a Mortgage Note to Calumet Securities Corporation, the Mortgagee, of the same date and covering the property described in the Mortgage. The rights and obligations of the parties to the Mortgage to which this rider is attached and to the Note which it secures are expressly made subject to this rider. To the extent they are not modified by this rider all the terms, conditions, covenants and other provisions of the Mortgage and Note shall remain in full force and affect.

1. Covenant 2, paragraph 2, of the Mortgage shall be amended to read as follows:

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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement 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.

IN WITNESS WHEREOF, The said Mortgagor has hereunto set their hand and seal this 6th day of November 19 90

Junius Brown
Ella W. Brown

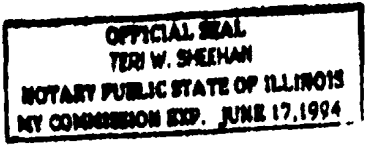
This instrument was prepared under the direction of R.G. JONES, JR., Senior Vice President of CALUMET SECURITIES CORPORATION.

STATE OF Illinois
COUNTY OF Cook

Before me, the undersigned, Terri W. Sheehan, on official of the State of Illinois, on this 6th day of November, 19 90, personally appeared Junius Brown & Ella W. Brown, Husband & Wife and acknowledged the execution of the foregoing Mortgage.

Witness my hand and official seal the day and year last above written. My commission expires: 6-17-94

Terri W. Sheehan
NOTARY PUBLIC



UNOFFICIAL COPY

That part of Lot 1 in Schaaps Heira Division, being a Division of part of Lots 3, 4 and 5 in the Subdivision of part of Sections 9, 10 and 15 and Lot 1 in School Trustees' Subdivision of Section 16, Township 36 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Commencing at the North West Corner of Lot 1 aforesaid; said point being 33.0 feet East of and parallel to the West line of said Section 15 and 25.0 feet Southeasterly of and parallel to the center line of 157th Street (formerly 153rd Street) thence South along the West line of said Lot 1, a distance of 148.18 feet; thence Southeasterly along a line drawn at an angle of 100 degrees measured from North to Southeast with the said West line, a distance of 203.08 feet for the point of beginning of the land herein described thence continuing on said last described line, a distance of 148.26 feet; thence Northerly in a straight line parallel to the West line of said Lot 1, a distance of 270.2 feet to a point in

11/11/2002

