

ATGF
Box 370

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90016973

DEPT-01 RECORDING \$15.00
T#3333 T#AN 6029 01/10/90 15:10:00
49517 : C: *-90-016973
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

1534379

THIS MORTGAGE ("Security Instrument") is given on JANUARY 5, 1990. The mortgagor is PHILIP J. BRADKE AND CATHERINE D. BRADKE, MARRIED TO EACH OTHER. ("Borrower"). This Security Instrument is given to WINDSOR MORTGAGE INC., ITS SUCCESSORS AND/OR ASSIGNS, which is organized and existing under the laws of the state of Illinois, and whose address is 999 WAKEGAN ROAD, GLENVIEW, ILLINOIS, 60025 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SEVENTY-SEVEN THOUSAND AND NO/100 Dollars (U.S. \$177,000.00). 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 FEBRUARY 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.

LOTS 71 AND 72 IN THIRD ADDITION TO GLEN OAK ACRES, A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1926 AS DOCUMENT NUMBER 9418840 IN COOK COUNTY, ILLINOIS.

PIN: 04-25-313-002-0000
04-25-313-003-0000

90016973

15'

which has the address of 1441 CANTERBURY LANE, GLENVIEW
(Street) (City)
Illinois 60025 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

90-016973

Form 3014 12/83
60713 SAP SYSTEMS AND FORMS
CHICAGO, IL

UNOFFICIAL COPY

44771

THE INFORMATION WAS PREPARED BY THE INVESTIGATIVE SECTION OF THE FBI LABORATORY. 60025

..... John J. O'Leary, a Notary Public in and for said County and State, do hereby certify that RADFORD, CATHEDRAL, BROADSTREET, MARSHFIELD, TOW, RAGHETT, and APPLEGARTH before me and is (are) known or proved to me to be the persons(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledge said instrument to be their free and voluntary act and deed and that (this, heretofore) executed instrument for the purposes and uses herein set forth.

STATE OF ILLINOIS COUNTY OF COOK
SS: }

GLENVIEW, ILLINOIS 60025
999 WAUKEGAN ROAD
WINDSOR MOTEL
PLEASER RETURN TO:
MC.

PHILLIP J. BRADETTI		CATHERINE D. BRADETTI	(Spouse Name) <small>Leave Blank for Non-Married Person</small>
(Signature)		(Signature)	
(Address)		(Address)	
(City)		(City)	
(State)		(State)	

BY SIGNING BELOW, I HEREBY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) OR POWER OF ATTORNEY(S) BORROWER AND COVENANTS WITH ME.

Admitted to Graduate Program Rider
 Condorminium Rider
 2-4 Family Rider
 Graduate Program Rider
 Planned Unit Development Rider
 Other(s) [Specify]

22. Water of Homeotherm. Borrow : waves all right of homeotherm ectomiphion in the Property.

23. Right to this Security Interest, if one or more interests are executed by Borrower and recorded together with this Security Interest, the co-owners and agreeements of each such interest shall be incorporated into and shall stand as supplement to the co-owners and agreeements of this Security instrument as if the interest(s) were a part of this Security instrument [C.R. 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 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12. Payment: Upon payment of the sum specified by the lessee, the lessor shall pay any recordation costs.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including

Security instruments within its culture. Rather, demand and may force those instruments to become part of its operational procedures. It is the obligation of the organization to make sure that security instruments are used in full in all situations where they are needed by individual employees.

19. Acceleration of any correlative or agreeable sum in the Secretary's hands prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise; (b) the action required to cure the defect specified; (a) the defect;

NON-UNIFORM COVENANTS. Bon owner and Lender further covenant to agree as follows:

UNOFFICIAL COPY

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 condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred, (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Under may take action under this paragraph if, Under does not have to do so.
Any amounts disbursed by Lender under this paragraph 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 rate and shall be payable, with interest, upon notice from Lender to Borrower
requesting payment.

regulations), then Lemender may do and pay for whatever is necessary to protect the value of the Property and Lemender's rights in the instrument, appearing in court, paying reasonable attorney's fees and collecting on the property to make repairs. Although Lemender's actions may incide paying any sums secured by a lien which has priority over this Security interest, Lemender may do and pay for whatever is necessary to protect the value of the Property and Lemender's rights in the instrument, appearing in court, paying reasonable attorney's fees and collecting on the property to make repairs.

case title: shall not merge unless Let deer agree(s) to the merger in writing.

6. **Preservation and Safe-keeping of Property; Lessees.** 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 and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lesseehold and leasehold rights shall remain with the lessee.

postpone the due date of the mon hly payments referred to in Paragraphs 3 and 2 or change the amount of the payments under paragraph 19 the property is securitised by Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the property is subject to the acquisition shall pass to Lender to the extent of the sums secured by this security interest.

The Proprietary to settle a claim, when later discovered may collect the insurance proceeds. Lender may use the proceeds to replace or restore the property to its security status. Any application of proceeds to principal shall not exceed or when the notice is given.

Unless less Leander and Borroto get other wise agreee in writing, insurance procedure shall be applied to resoration or repair of the Property damaged, if the resoration or repair is economically feasible and lesser's security is not lessened. If the resoration or repair is not economically feasible and lesser's security is not lessened, if the resoration or repair is not economically feasible and lessor's security would be lessened, the insurance procedure shall be applied to resoration or repair of the Property damaged, if the resoration or repair is not economically feasible and lessor's security is not lessened, if the resoration or repair is not economically feasible and lessor's security would be lessened.

Leinster shall have the right to hold the policies and renewals. If Leinster receives all sums due under the policies and renewals, Leinster shall promptly give to the insurance carrier and Leinster may make payment of loss if not made promptly by Reinsurer.

5. Hazardous Substance: Borrower, shall keep the property premises now existing or hereafter erected on the property insured against loss by fire, hazard risks including liability arising out of the ownership or use of such property.

pre-ent the emigratment of the lichen or certitude of any part of the property; or (c) securies from the holder of the lichen an affidavit satisfying the like or take one or more of the actions set forth above within 10 days of the giving of notice.

to be paid under this paragraph. If the warden makes these payments directly, Borrower shall promptly furnish to Landlord receipts evidencing the payment.

3. **Applicable Law.** All payments received by Landlord under this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Up to a payment in full (or all sums) secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds advanced by Lender. If Lender holds any Property as security for his Secured Obligations, Lender shall apply any Funds held by Lender to the satisfaction of Lender of the Secured Obligations.

If the due 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 which are due, the excess shall be at Borrower's option, either paid to Borrower or credited to Borrower on monthly payments of Funds.

Debtors may agree to be bound in writing under which each debtor shall be paid on the Funds. Unless an agreement is made of application, it is agreed that the Fund will be paid to the Fund by the Fund's security for the sums secured by the Fund.

state agency (including Lend x if Lender is such an institution). Lender shall apply the Funds to pay the escrow items under the terms of the Note.

Leachhold payments or grants on the property, if any; (c) yearly hazard insurances; and (d) general mortgages of insurance premiums, if any. These items are called "carrow items." Leachhold funds may estimate that the basis of carrow data and realizable assets of which are insured or guaranteed by a federal or state funds shall be held in an institution the deposits of which are insured or guaranteed by a federal or state funds.

2. **Funds for Taxes and Expenses.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay one-twelfth of (a) yearly taxes and assessments which may accrue under the Note until the Note is paid in full, a sum ("Funds") equal to Lender's monthly payment as set forth in the Note, plus interest thereon at the rate of six percent per annum, and the amount of any taxes or assessments which may accrue after the Note is paid in full, plus interest thereon at the rate of six percent per annum.