

UNOFFICIAL COPY

90130230

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 MAR 23 PM 1:53

90130230

FD 1025 10/22

[Space Above This Line For Recording Data]

15⁰⁰

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 15,
1990. The mortgagor is E. J. FETT AND LYNN B. FETT, 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, 999 WAUKEGAN
ROAD, GLENVIEW, ILLINOIS, 60025 ("Lender").
Borrower owes Lender the principal sum of ONE HUNDRED FIVE THOUSAND AND NO/100
..... Dollars (U.S. \$105,000.00). 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 APRIL 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 46 IN NIXON'S GREENWOOD CENTRAL DEVELOPMENT UNIT "B"
BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTH
EAST FRACTIONAL HALF OF SECTION 10, AND PART OF THE WEST
HALF OF THE WEST FRACTIONAL HALF OF SECTION 11, TOWNSHIP
41 NORTH, RANGE 12 EAST OF THE THIRTEEN PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

PIN: 09-11-308-015

90130230

which has the address of 3409 FAIRLAWN, GLENVIEW,
[Street] ILLINOIS 60025 ("Property Address");
[City] [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.

~~UNOFFICIAL COPY~~

.....UNOFFICIAL COPY.....
this instrument was prepared by the Bureau of Land Management, Gila National Forest, NM 87834, 44-2772.

My Commission Exptee: JOSEPHINE ABRAAMS
"OFFICIAL SEAL"
Notary Public, State of Illinois
My Commission Exptee: 4/14/93

STATE OF ILLINOIS COUNTY OF COOK
SS: {

<p>22. Waiver of Homeestead. Borrower waives all right of homestead excepted by law.</p> <p>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))</p> <p><input type="checkbox"/> 2-4 Family Rider <input type="checkbox"/> Grandmother/PARENT Rider <input type="checkbox"/> Grandchild Rider <input type="checkbox"/> Graduate/PARENT Rider <input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Other(s) [Specify]</p>	<p>Instrument without charge to Borrower. Borrower shall pay any recording costs.</p> <p>21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument of management fees, and then to the sums secured by this Security Instrument.</p> <p>the rents of property including those past due. Any rents collected by Lender or the receiver shall be applied first to the costs of management of the property, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument.</p> <p>22. Waiver of Homestead. Borrower waives all right of homestead excepted by law.</p> <p>23. Riders to this Security Instrument. If one or more riders are 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))</p> <p><input type="checkbox"/> 2-4 Family Rider <input type="checkbox"/> Grandmother/PARENT Rider <input type="checkbox"/> Grandchild Rider <input type="checkbox"/> Graduate/PARENT Rider <input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Other(s) [Specify]</p>
--	---

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement in this Security Instrument but not prior to acceleration under paragraphs 13 and 17 unless acceleration law provides otherwise. The notice shall specify: (a) the date the default must be cured; (b) the action required to cure the default; (c) a default or less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (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; (e) the action required to cure the default; (f) the date the notice is given to Borrower and (g) the date the notice shall be given to Borrower and Lender under paragraph 19, if applicable.

UNOFFICIAL COPY

UNIFORM COVENANTS, Mortgagor 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 leasehold 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 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.

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 to 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 Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, 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.

3. Application of Payments. 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 payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over 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 owed 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 lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured 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 amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 requires, 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 proceeds 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.

90130230

UNOFFICIAL COPY

18. Borrower's Right to Remitiate. 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) from the date of this Security Instrument (or reinstatement) before sale of the Property pursuant to any Power of Sale contained in this Security Law may specify for reinstatement); or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) pays all sums which then would be due under this Security Instrument; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to attorney's fees, and (d) takes such action as Lender may reasonably require in its instrument, including, but not limited to the payment of reasonable attorney's fees.

19. Borrower's Right to Reaccelerate. However, this right to remitiate shall not apply in the case of acceleration under paragraph 17.

If Lennder exercises this option, Lennder 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 Securitry Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lennder may invoke any remedies permitted by this Securitry Instrument without further notice or demand on Borrower.

general law was at the date of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general law or by this Security Instrument. Moreover, this option may, at its option, require immediate payment in full of all sums secured by this Security Instrument. Lender's prior written consent, however, is required for such exercise.

10. Borrower's Copy. Borrower shall be given one printed copy of this Note and instruments.
11. Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the Property or
beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or
transferred) to another party, Borrower shall be given one printed copy of this Note and instruments.

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.

15. Governing Law: This Security Instrument shall be governed by federal law. In the event that any provision of this Security Instrument or clause of Note 14 is held not enforceable under applicable law, such provision shall be severed from the rest of this Note.

Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower when given as provided in this paragraph.

rendering any provision of the Note of this Security Instrument nugentible according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument in accordance with its terms, and may invoke any remedy permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

shall not be available for practice's successors in interest. Any holder in exercising any right or remedy by the original Borrower or his successors in interest for the payment of any sum due under this Agreement, shall have the same rights and remedies as if he were the original Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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.

the amounts due to the proceeds multiplied by the fair market value of the property immediately before the taking. Any balance shall be paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by instruments, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the sums otherwise agreeable in writing, the sums secured by this Security Instrument shall be reduced by multiples Borrower and Lender otherwise agreeable in writing.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with such condemnation, shall be held by the lessee as an expense of his rights to the property, or for conveyance in lieu of condemnation, are hereby assented and shall be held to extend to the taking of any part of the property, or for conveyance in lieu of condemnation, are hereby

Insurable termittances in accordance with Borrower's and Lender's written agreement shall give Borrower notice at the time of or prior to any inspection necessary make entries upon and inspectors of the Property. Lender

If Lender requires 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