

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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## MORTGAGE

0672303

THIS MORTGAGE ("Security Instrument") is given on JUNE 25, 1990. The mortgagor is JOHN E. JOHNSON & RUTH M. JOHNSON, MARRIED TO EACH OTHER ("Borrower").

MORTGAGE, INC., ITS SUCCESSORS AND/OR ASSIGNEES, which is organized and existing under the laws of the State of Illinois, and whose address is 999 WAUKEGAN ROAD, GLENVIEW, ILLINOIS, 60025 ("Lender").

Borrower owes Lender the principal sum of FIFTY-ONE THOUSAND AND NO/1.00 Dollars (U.S. \$ 51,000.00). 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 JUNE 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 ONE (1) AND TWO (2) IN BLOCK SEVEN (7) IN OLIVER SALINGER AND COMPANY'S OAKTON STREET SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN : 10-28-108-021; 10-28-108-022

which has the address of 7850 N. LOTUS, MORTON GROVE, Illinois 60053. ("Property Address"); (Street) (City) (State) (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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..... INFECTION PREPARED BY DR. G. W. MCKEEAN, A.O.A. 25

JOHN E. JOHNSON, A. RYAN, M., JOURNAL, MARSHAL, T.O., EAST, D.T.E.B., personally certified that he has executed said instrument to be . . . C.H.A. D.T.E.B., before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be . . . C.H.A. D.T.E.B., free and voluntary act and deed of him (this, her, thicr) (he, she, they) witness my hand and official seal this 25th day of JUNE 1980.....

JOSEPHINE BARS  
My Commission Expires: 10/16/83  
Notary Public, State of Illinois  
My Commission Expiration Date: 4/16/83  
Notary Public Seal

STATE OF ILLINOIS COUNTY OF .....  
SS: {

PLEASE RETURN TO: *Box 77*  
WINDSOR MORTGAGE INC.  
999 WACKER ROAD  
CHICAGO, ILLINOIS 60025

20. Lender in Possession. Upon acceleration of any period of redemption under paragraph 19 or abandonment of the Property and at any time prior to the expiration of the following judicial sale, Lender (in person, by agent or by judgment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents or other charges of management of the Property including those past due. Any rents collected by Lender for the rents or other charges of management of the Property shall be applied first to payment of the rents or other charges of management, including 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 pay any recordation costs, recorder's bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Security to this 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 this Security instrument, unless otherwise provided in the rider(s).

Adjustable Rate Rider     Condominium Rider     24 Family Rider

Graduate Payment Rider     Planned Unit Development Rider

Other(s) [Specify] \_\_\_\_\_

Instrument and in any rider(s) except as set by Borrower and recorded with it.

BY SIGNING BELOW, I accept accepts and agrees to the terms and coverings contained in this Security instrument and in any rider(s) except as set by Borrower and recorded with it.

JOHN E. JOHNSON  
*[Signature]*

RUTH M. JOHNSON  
*[Signature]*

BORROWER  
[Seal]  
BORROWER  
[Seal]

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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 premium 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 Bond; 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 accommodation, 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 at the rate of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

In general, property rights are not well defined or enforced, leading to many inefficiencies and conflicts over resources.

agreements contained in this Agreement, which are incorporated by reference into this Agreement, shall be binding upon the parties hereto.

should not merge unless agrees to the merger in writing;

6. Preservation and Maintenance of Property: Lessee holds, 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

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.

every 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.

shall have the right to hold the policies and renewals, if Lender receives, borrows shall promptly give to Lender all receipts of paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

This insurance shall be maintained in the amounts and for the periods that render certain requirements. The insurance carrier providing the insurance shall not be uninsured seasonably withheld.

the lesion. Borrower shall satisfy the lender or take one or more of the actions set forth above within 10 days of the giving of notice.

the entire term of the lease or forfeiture of any part of the Property; or (c) securers from the holder of the lease an agreement to a lien which may attach priority over this Security instrument, under my Give Borrower a notice identifying

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower shall pay in full all amounts payable under this instrument.

pay these obligations in the manner provided in paragraph 2, or it is not paid in this manner, Borrower shall pay when due 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

to amounts payable under paragraph 2; fourth, to interest due and past, to principal due;

as a credit against the taxes imposed by this SecuritY Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender under paragraph 19 of this Agreement or acquired by Lender, under paragraph 19 of this Agreement, prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender, no later than

Borrower's obligation, either promptly repaid to Borrower or credited to Borrower or in monthly payments of Funds, if 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.

Funds are pledged as additional security for the sums secured by this Security Instrument.

be paid out of the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay interest on the Funds. Lender may, at its option, charge interest on the principal amount of the Funds at a rate of interest equal to the rate charged by Lender for loans of similar amounts and for similar periods.

may be held liable for nonpayment and applying the same, among other accounts of, receiving the principal amount due him.

The funds shall be held in an institution the deposits of which are insured or guaranteed by a federal or state agency (including member if such an institution). Leader shall apply the funds to pay the escrow items.

(whether or not) yearly taxes and assessments which may attain priority over this security instrument; (d) yearly payments of ground rents on the property, if any; (e) yearly hazard insurance premiums; and (d) yearly maintenance premiums, if any. These items are called "second items". Lender may estimate the funds due on the basis of current data

of and interfere<sup>s</sup> on the debt evidenced by the Note and any prepayment and late charges due under the Note.

CHARTER MEMBER OF PRINCIPAL AND INTEREST PREGNANCY AND LUTE CHARTERS. BORROWER SHALL PROMISE PAY WHEN DUE THE PRINCIPLE AND