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MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 7, 1991** The mortgagor is
DORIS B. BART, MARRIED TO SAMUEL BART

("Borrower"). This Security Instrument is given to **THE FIRST MORTGAGE CORPORATION**

91611515

which is organized and existing under the laws of **ILLINOIS** and whose
address is **108 E. GOVERNORS HIGHWAY, DESSMOIR, ILLINOIS 60422**

("Lender"). Borrower owes Lender the principal sum of

FOURTY ONE THOUSAND THREE HUNDRED AND NO/100 Dollars (U.S. \$ **41,300.00**)

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, 2021**.

This Security Instrument secures to Lender (in the event of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note, also the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument, and for 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:

**UNIT 421 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON
ELEMENTS IN HICKORY BEND CONDOMINIUM DEVELOPMENT NUMBER 5 AS DELINEATED AND
DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22539898, IN THE WEST
1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 14, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

TAX I.D. #32-11-108-029-1030

which has the address of **471 COTTAGE GROVE AVENUE, GLENWOOD**
Illinois **60425** ("Property Address")

(Street, City)

ILLINOIS Single Family Fannie Mae Freddie Mac UNIFORM INSTRUMENT
FORM 3014 9/90

Form 3014 9/90

Cook County Clerk's Office

TOGETHER WITH all the improvements hereafter recorded on the Property and all easements, appurtenances, and 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."

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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.

UNIFORM COVENANTS. Borrower 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items then due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than two consecutive payments, at Lender's sole discretion.

After payment in full of all sums secured by the Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender acquires or sells the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by the 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due, fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Fees. 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 in court; (c) brings an action to enforce the lien in legal proceedings which, in the Lender's opinion, operate to prevent the enforcement of the lien; or (d) 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 the 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.

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5. **Hazard or Property Insurance.** Lender will shall keep the improvements, existing or hereafter erected on the Property insured against loss by fire, hazards included within the policy in "extended coverage" and any other hazards, including thefts or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 during all of the restoration or repair 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 re-occupy within 90 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may use 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 90 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 2, 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. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any tortfeasor action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the benefit created by this Security Instrument or Lender's security interest. Borrower may cure such a default and remedy, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the benefit created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gives materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence). If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** 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 forfeiture 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 attorney's 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.

8. **Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the annual mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use, and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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

to be severable.

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 of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and 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.

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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a tax 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 exceed 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 prepayment charge under the Note. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower.

12. Successors and Assigns; 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, but 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 of the Note without that Borrower's consent.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification or postponement of the monthly payments referred to in paragraphs 1 and 2, or change the amount of such payments, shall not extend or increase the due date of the monthly payments otherwise agreed in writing, any application of proceeds to principal shall not extend or increase the term of the Security Instrument. Lender is authorized to collect and apply the proceeds, whether or not then due, secured by this Security Instrument, whether or not then due, to pay or to satisfy any debt or obligation of Borrower or 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.

10. 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 awarded to the claim for damages. Borrower fails to respond to Lender's written notice within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, whether or not then due, to pay or to satisfy any debt or obligation of Borrower or 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.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give the premises required to maintain a mortgage insurance in effect, or to provide a loss reserve, and the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

8. Insurance. If mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the premiums required to maintain a mortgage insurance in effect, or to provide a loss reserve, and the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

7. Lender's Obligations. Lender shall be bound by the terms of this Security Instrument and the Note, and shall not be released or discharged from its obligations hereunder by any act or omission of Borrower or any other person, including any assignment or subordination of the Note or the Security Instrument.

6. Assignment and Subordination. This Security Instrument and the Note may be assigned or subordinated in whole or in part, and the assignee or subordinated party shall be bound by the terms of this Security Instrument and the Note, and shall not be released or discharged from its obligations hereunder by any act or omission of Borrower or any other person, including any assignment or subordination of the Note or the Security Instrument.

5. Release of Lien. Upon payment in full of the debt secured by this Security Instrument and the Note, the lien of the Note and the Security Instrument shall be released and the Note and the Security Instrument shall be void and of no effect.

4. Entire Agreement. This Security Instrument and the Note constitute the entire agreement between Borrower and Lender, and shall not be modified or amended orally or in writing, and no oral or written agreement, understanding or arrangement, whether or not reduced to writing, shall be binding on either party unless it is in writing and signed by both parties.

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Form 3140 9/90

(Seal) Borrower
(Seal) Borrower
(Seal) Borrower
(Seal) Borrower

Walter B. Hart
WALTER B. HART

BY SIGNING BELOW Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider

Lender to Borrower requesting payment
bear interest from the date of assignment at the Note rate and shall be payable, with interest, upon notice from
by the Security Instrument. Lender and Lender agree to other terms of payment, these amounts shall
them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured
F. **Penalties.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay
maintained by the Owners Association unacceptably to Lender.

(ii) any action which would have the effect of rendering the public liability insurance coverage
Association or
(iii) termination of professional management and assumption of self-management of the Owners
benefit of Lender.

(iv) any amendment to any provision of the Constituent Documents if the provision is for the express
taking by condemnation or eminent domain;

termination required by law in the case of substantial destruction by fire or other casualty or in the case of a
(v) the abandonment or termination of the Condominium Project, except for abandonment or
written consent, either partition or subdivide the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior
provided in Uniform Covenant (C).

paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as
unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be
Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to

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