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Loan # 7120630

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 17th DEPT-01 RECORDING \$16.00
19 91 The mortgagor is : T#5555 TRAN 3586 01/25/91 14:12:00
RAYMOND H. GAVIN, Divorced Not Since Remarried : \$8101 # E --> 1-039715
("Borrower"). This Security Instrument is given to : COOK COUNTY RECORDER

Midwest Funding Corporation, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is
1020 31st Street Suite 401, Downers Grove, Illinois 60515 ("Lender").

Borrower owes Lender the principal sum of Seventy-seven thousand and NO/100 -----

Dollars (U.S. \$ 77,000.00). 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 1st, 2021. 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:

UNIT NUMBER 75 IN CAMBRIDGE PLACE, A CONDOMINIUM AS DELINEATED ON A SURVEY OF THE PART OF THE FOLLOWING DESCRIBED REAL ESTATE: A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 86310871 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

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Item # 27-34-104-026-1075

which has the address of	17575 CAMBRIDGE PLACE #75 (Street)	TINLEY PARK (City)
Illinois	60477 (Zip Code)	("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 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.

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OFFICIAL SEAL
ELIZABETH A. ELLIN
NOTARY PUBLIC STATE OF ILLINOIS
WE CONFIRMED THIS 16th DAY OF DECEMBER, 1995.

Midwest Funding Corporation
1020 31st Street Suite 401
Downers Grove, Illinois 60515

RETURN TO:
PREPARED BY:

My Commission express:

17th day of January, 1991

Given under my hand and official seal, this

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agreed and delivered the said instrument as free and voluntary act, for the uses and purposes herein

he subscribed to the foregoing instrument, appreared before me this day in person, and acknowledged that

NAME ON THE CHECKLIST **STATEMENT** **WHOSE NAME(S)**

THE UNDERSTANDING OF NOTARY PUBLICS IN AND OUTSIDE COUNTY AND STATE.

THE UNDERSIGN'D

STATE OF ILLINOIS.

[Space Below This Line For Acknowledgments]

-Borrower _____
(Seal) _____

-Borrower _____
(Seal) _____

-Borrower _____
(Seal) _____

BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT
AND IN ANY RIDE(S) EXECUTED BY BORROWER, AND RECORDED WITH IT.

1-4 Family Rider
 Adjustable Kick Rider
 Condominium Rider
 Planned Unit Development Rider
 Graduated Payment Rider
 Other(s) (specify)

30. Lender is 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 judgment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property received by the receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those parts due. Any rents collected by Lender or the receiver shall be applied first to payment of management expenses, fees, and then to the sums secured by this Security Instrument.

31. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

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

33. Waiver of the Securitization Agreement. If one or more orders of each such lender shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the lender(s) were a part of this Security Instrument.

19. **Acceleration or Breach:** If any provision of this Security Instrument is breached by Borrower prior to acceleration under paragraph 13 and 17 unless otherwise provided elsewhere, (a) the notice shall specify: (b) the section 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) such failure to cure the default on or before the date specified in the notice may result in acceleration of this Security Instrument, foreclosure by judicial proceeding and sale of the sum received by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall inform Borrower of the right to remain in the notice until payment in full of all sums secured of a deficiency of any other defalcation or recollection of Borrower to recover more immediately payment in full of all sums secured by this Security Instrument without further demand and may forgive the remainder of the principal provided in this Paragraph 19, including, but not limited to, reasonable legal expenses incurred in pursuing the remedy provided in this Paragraph 19, including, but not limited to, reasonable

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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") 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.

BORROWER'S INITIALS R G

* A CHARGE ASSESSED BY LENDER IN CONNECTION WITH BORROWER'S ENTERING INTO THIS

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18. Borrower's Right to Release. If this Security instrument meets certain conditions, Borrower shall have the right to have an enforceable instrument discontingent at any time prior to the earlier of: (a) 5 days (or such other period as applicable) after a notice of default is given under this Security instrument; or (b) entry of a judgment entitling Lender to sue for recovery of the amount due under this Security instrument before sale of the property pursuant to any power of sale contained in this Security law may specify for instruments of this kind.

19. Borrower's Obligation to Pay Sum. Borrower shall pay the amounts due under this Security instrument to Lender by Borrower's obligation to pay the sums secured by this Security instrument shall continue unchanged. Upon presentation by Borrower, this Security instrument shall remain fully effective as if no acceleration had occurred. However, this Security instrument need not be held by Lender if it is delivered to him by Borrower, this Security instrument need not be held by Lender if it is delivered to him by Borrower, this Security instrument shall remain fully effective as if no acceleration had occurred.

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 remedy permitted by this Security Instrument without further notice or demand on Borrower.

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.

17. Transfer of the Property or a Beneficial Interest in Borrower's one or more business entities to the trustee and/or to this amendment, copies of which are contained in copy; Lender's prior written consent is required.

The Note entitles each of the Noteholders to receive payment of the principal amount of the Note and the Noteholder's interest in the Note in cash or by delivery of the Note to the Noteholder.

13. Governing Law; Severability. This Security Instrument shall be governed by the laws of the State of New York without regard to its conflict of law provisions. To this end the provisions of the New York General Obligation Law, such other provisions of this Security Instrument or the Note which can be given effect within the context of this transaction, shall control.

However, any notice provided for in this section may be deemed to have been given to both owner or lessor when given as provided in this paragraph.

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 deemed given when delivered to Lender at Lender's address stated herein or any other address designated by 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 Lender.

131. **Legislation Affording Lessees' Rights.** If enactments or regulations of applicable laws has the effect of rendering

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 limit, 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 the permitted limit 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 which will reduce under the Note.

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, covenantants 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 mortgagee, and (b) is not permitted to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, or defer or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

18. Borrower Not Releasable; Forgiveness Note & Waiver. Extension of the time for payment or modification 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 from the obligations of this Security Instrument. Any holder of this Security Instrument may exercise any right Lender has under this instrument to require payment of the sums secured by it at any time prior to maturity or otherwise. Any holder of this Security Instrument may exercise any right Lender has under this instrument to require payment of the sums secured by it at any time prior to maturity or otherwise. Any holder of this Security Instrument may exercise any right Lender has under this instrument to require payment of the sums secured by it at any time prior to maturity or otherwise.

Unless Lessee 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.

If the balance shall be paid to Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award in settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of the notice, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the property or to the sums secured by this Security Instrument, whether or not then due.

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 applied to the fair market value of the property immediately before the taking. Any amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by the property before the taking, divided by (b) the fair market value of the property before the taking, before the taking.

If Lender shall pay the premium required to maintain the insurance in effect until such time as the requirement for Borrower shall terminate, Lender shall pay the premium required to make the loan secured by this Security Instrument.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 17th day of January, 1991,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Midwest Funding Corporation, An Illinois Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
17575 CAMBRIDGE PLACE #75 TINLEY PARK, ILLINOIS 60477.

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as

CAMBRIDGE PLACE

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project, (ii) by-laws, (iii) code of regulations, and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

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

Raymond H. Gavin
RAYMOND H. GAVIN

(Seal)
Borrower

(Seal)
Borrower

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