

When recorded mail to:  
**Great Northern Mortgage**  
2850 W. Golf Rd., Suite 403  
Rolling Meadows, IL 60008

# UNOFFICIAL COPY

TO 71A1L MAIL

-32-037347

## MORTGAGE

4054124-4

THIS MORTGAGE ("Security Instrument") is given on JANUARY 9, 1992.

The mortgagor is Jerry W. Pendleton to Howard Pendleton ("Borrower"). This Security Instrument is given to **Great Northern Mortgage**, which is organized and existing under the laws of the State of Illinois and whose address is **2850 West Golf Road, Suite 403, Rolling Meadows, IL 60008** ("Lender"). Borrower owes Lender the principal sum of: **One Hundred Ninety Nine Thousand Nine Hundred and No/100s Dollars (U.S. \$199,900.00)**. 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 **01-Feb-2007**. 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 in Cook County, Illinois:

S2037347

Lot 35 in block 1 in Baird and Bradley's subdivision in the east 1/2 of the north east 1/4 of section 6, township 39 north, range 14, east of the third principal meridian, in Cook County, Illinois.

1932 W POTOMAC AVE  
CHICAGO IL 60622  
4054124-4-01-11-32-00  
S2037347  
1932 W POTOMAC AVE  
CHICAGO IL 60622

which has the address of **1932 W. Potomac Avenue, Chicago, IL 60622** ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected 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."

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 or record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or 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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**5. Hazard or Property Damage.** Bottower shall keep the improvements now existing or hereafter erected on the property insured against hazards included within the term "covered coverage" and any other hazards, including floods or flooding, for which liability is incurred by the insurance instrument. This insurance shall be maintained in like amounts and for the periods that extend to the maximum coverage described above, if under a holder's application which shall not be unreasonably withheld. If the insurance shall be discontinued by Bottower subject to under a holder's option, obtain coverage to protect under a holder's rights in the property in accordance with paragraph 2.

Bottower makes these statements directly, Bottower says Donald Trump himself has privately overruled Bottower's interpretation of the law in a manner acceptable to Landers' opinion. In good faith the agency is awaiting final determination of the legal precedencies which will be issued in a matter acceptable to Landers' constituents.

**4. Capital Losses.** Borrower shall pay the taxes, assessments, charges and impositions deductible for the property which over the period of ownership of such property, shall be levied or imposed by the person or persons entitled to the same.

**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 charge due under the Note.

payments, if Landlord's sole discretion.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, funds shall account to Borrower for the principal amount outstanding as of the date of the funds so held by Lender.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender of the day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attach prior to or after the date of this security instrument as a lien on the property; (b) yearly lesathold payments of ground rents on the property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; and (e) yearly mortgage insurance premiums, all 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 "Fees and 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 borrowers' escrow account under the federal Residential Estate Settlement Procedures Act of 1974 as amended from time to time, (21 U.S.C. § 2057 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 taxes and items or otherwise in accordance with applicable law.

1. **Payment of Principle 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.

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**8. Mortgage Insurance.** 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. If, at 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 for the remaining period of the loan. The mortgage insurance premium shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will mortgagor's insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium previously approved by Lender. If subsequently equity participation in the mortgage insurance premium is no longer required, Lender shall pay to Borrower the difference between the amount of the monthly payment previously approved by Lender and the amount of the monthly payment subsequently required by Lender. In addition, Lender shall pay to Borrower the cost of any additional insurance premiums required to maintain the insurance coverage in effect.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower to Lender.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument or if there is a legal proceeding that may substantially affect Lender's rights in the Property such as a receivership, garnishment or attachment, or if a legal proceeding that may substantially affect Lender's rights in the Property such as a proceeding in bankruptcy, probate, for condemnation or for partition of title to enforce laws of requalification, 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 does not have power and cannot give up his rights to make repairs. Although Lender may take action under this paragraph, Lender does not have fees and attorney's fees and attorney's expenses.

6. Deedparty, Recipient, Mortgagee and Predecessor, Mortgagor's principal residence within six days after the execution of this Agreement shall occupy established, and use the Property as Mortgagor's principal residence for at least one year after the date Security instrument and shall continue to occupy the Property as Mortgagor'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 extraordinary circumstances exist which are beyond Mortgagor's control. Mortgagor shall not destroy, damage or impair the Property to deteriorate, or commit waste on the Property. Mortgagor shall be in default if any failure of prepayment, acceleration, or payment of principal, is begun, but in Lender's good faith judgment could result in forfeiture of the property or otherwise materially impair the loan created by this Security instrument of Lender's security interest. Mortgagor shall also be in default if Mortgagor fails to provide the loan application process, false or misleading false or inaccurate information to statements to Lender (or failed to provide Lender with any information) in connection with the loan evidenced by the Note, including but not limited to representations concerning Mortgagor's occupancy of the Property as a principal residence; if this Security instrument is on a leasehold, Mortgagor shall comply with all the provisions of the lease. If Mortgagor assigns title to the Property, the lessee shall and the fee title shall

(unless Lender and Borrower otherwise agree in writing) any application of proceeds to principal shall not exceed

lender may make claim of loss or damage by Borrower.

All instances of policies and rewards shall be acceptable to Landor and shall include a standard mortgage clause.

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16. Borrower's Copy. Borrower shall be given one conditioned 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)

**15. Governing Law; Securability.** 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 clause 9 or this Security Instrument without the conflicting provision. To this end the provisions of this Security Instrument and the Note are deemed to be governed by applicable law, such conflict will not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

**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 by address or to 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 to 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 if Lender which gives is provided in this paragraph.

**13. 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 limits; (b) any such loan charge shall be treated as a part of the principal owed under the note by making a direct payment to the lender; (c) any sums already collected from the borrower which exceed a permitted limit will be returned to the borrower; (d) any sums already collected from the borrower which exceed a permitted limit will be repaid without any prepayment charge under the note.

12. **Successors and Assignees Bound; Joint and Several Liability** ("Obligors"). 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 paragraphs 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without their Borrower's consent.

Boffowers shall not operate the facility of the original Boffowers successors in interest. Lender shall not be required to commence proceedings against any successor in interest or trustee to extend time for payment of otherwise modify amortization of the sums secured by this Security Interest on account of any demand made by the original Boffowers successors in interest. Any loanbalance by Lender in excessing any right of remedy shall not be a waiver of or preclude the exercise of any right of remedy.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers 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 of 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 the sums due the lessor Borrower and Lender or otherwise applicable law provides, the proceeds shall be applied to the taking, unless Borrower and Lender immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender immediately before the taking is greater than the amount of the sums secured by this Security instrument whether or not the sums due the lessor Borrower and Lender or otherwise applicable law provides, the proceeds shall be applied to the taking.

**9. Inspection:** Inspectors of the district may make inspectional entries upon and inspectors of the property, under shall give written notice at the time of or prior to an inspection specially reasonable cause for the inspection.

**10. Condemnation:** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation of any other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Landlord.

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23. **Waiver of Remedies.** Borrower waives all right to demand and except in the Property.

Instrument without charge to Borrower, Borrower shall pay any reasonable costs.

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

in pursuance the remedies provided in this paragraph 22, including, but not limited to, reasonable attorney fees and costs of title evidence, to the Secuity Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred to foreclose this Security Instrument by this Security Instrument without further demand and may require immediate payment in full of all sums secured by this Security Instrument whether or not demand and notice is given. If the default is not cured before the date specified in the note, Lender at his option may foreclose in the foreclosure proceeding, the nonexistence of a default or any other defense of Borrower to acceleration and assert in the notice shall further inform Borrower of the right to reinstate after acceleration and the right to property. The notice shall be given by registered mail, recording and sale of the acceleration of the sums secured by this Security Instrument, notwithstanding any provision to the contrary in the note, may result in the event, and (d) that failure to cure the default on or before the date specified in the notice may result in the default (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must unless applicable law provides otherwise). The notice shall specify: (a) the default (b) the action required to cure of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17

21. **Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach

NON-JURIDICAL COVENANTS. Borrower and Lender further covenant and agree as follows:

beathfully satisfy or exhaust remedial protection.

paragraph 20. "Exhausted law" means federal laws and laws of the jurisdiction where the property is located that relate to and hereinafter, volatile solvents, materials containing asbestos, formaldehyde, and radioactive materials. As used in this paragraph 20, "Exhausted law" and the following subsections: (a) removal of toxic products, toxic substances by elimination of other remedial actions in accordance with environmental law;

removal of other remedial actions in accordance with environmental law; (b) removal of any hazardous substance after being reported as necessary to Borrower shall promptly take all powerment of liability involving the party involved by any governmental authority, that any which Borrower has acted toward, it Borrower's behalf, as is required by any governmental authority, that any removal of other remedial actions in accordance with environmental law;

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any maintainer of the property.

property of small quantities of hazard substances that are generally recognized to be appropriate to normal residential uses and to violation of any environmental law. The procedure two sentences shall not apply to the presence, use, or storage on the Hazardous Substances out of the property. Lender shall not do anything affecting the property that may be sold one of more changes applicable law.

Lender shall not cause of which damages should be made. The notice will also contain any other information required by loan Service and the address to which damages should be made. The notice will state the name and address of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the loan Service intended to act as of the Note. If there is a change of the loan Service, Borrower will be given written notice of the loan Service, that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes Service," that collects monthly payments due under the Note and this Security Instrument. The entity known as the "loan may be sold one of more changes without prior notice to Borrower. A sale may result in a change in the entity known as the "loan

paragraph 12.

fully effective as it now exists. However, this right to remit shall not apply in the case of acceleration under instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security shall remain constant, Lender's right to collect any amounts of interest, fees and (d) takes such action as Lender may reasonably require to assess that the loan of this Security applicable attorney fees and (c) pays all expenses incurred in collecting this Security Instrument including but not limited to, any other amounts of interest, fees and (b) cuts any default of sums which the Note as if no acceleration occurred; (b) cuts any default of instrument, or (b) entry of a judgment against this Security Instrument. Those conditions are that Borrower (a) pays Lender all applicable law may specifically for remittance before sale of the Property pursuant to any power of sale contained in this Security instrument of this Security instrument disclosed to the Lender prior to the earliest date of (a) 5 days (or such other period as Lender may invoke any remedies permitted by this Security instrument, Lender shall have the right to have

period of not less than 30 days from the date the note 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 exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a

Security instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. Lender's exercise of this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of

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Form 301A 9/90 (page 6 of 6 pages)

This instrument was prepared by Barbara Hallie, 2850 W. Golf Rd., Suite 403, Rolling Meadows, IL 60008.

NOTARY PUBLIC  
JOHNSON  
SHELL  
(Seal)

My Commission Expires

Witness my hand and affidavit seal this 9<sup>th</sup> day of JANUARY, 1992.

I, the undersigned, a Notary Public in and for said county and state, do hereby certify this day, W, Edward Pendel, personally appeared before me and is (a) 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 their free and voluntary act and declare that they signed said instrument for the uses and purposes therein set forth.

COUNTY OF

STATE OF ILLINOIS

Space below this line for a knowledgeable witness

\*EDWARD PENDEL, THE SIGNING THIS MORTGAGE FOR THE SOLE PURPOSE OF PAYING  
ANY AND ALL LIENHOLDERS RIGHTS.  
*fwd:*

Borrower  
(Seal)  
Edward Pendel  
Borrower  
(Seal)

Instrument and in any other(s) executed by Borrower and recorded with it,  
BY SIGNING BELOW, Borrower agrees and agrees to the terms and conditions contained in this Security

(Applicable riders listed below)

24. 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 this Security Instrument as to the rider(s) were part of this Security Instrument and the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument.