

UNOFFICIAL COPY

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[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 20, 19.....
The mortgagor is Debra J. Jones, sole owner
Employee's Credit Union ("Borrower"). This Security Instrument is given to Kraft
under the laws of Illinois, which is organized and existing
Glenview, IL 60025, and whose address is 1-N. Kraft Ct.
Borrower owes Lender the principal sum of Twenty one thousand and no/100
Dollars (U.S. \$21,000.00). 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 July 20, 2000. 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 TWO IN BLOCK FOUR IN PROSPECT MANOR, BEING A SUBDIVISION OF
PART OF THE SOUTH THREE QUARTERS OF THE WEST HALF OF THE WEST HALF
OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #03-34-116-013

DEPT-01 RECORDING \$27.30
T#00000 TRAN 2825 07/28/93 16:49:00
46963 # -93-590091
COOK COUNTY RECORDER

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which has the address of 518 N. Fairview Mt. Prospect
[Street] [City]
Illinois 60056 ("Property Address");
[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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NOVEMBER PUBLIC

GIVEN MY HAND THIS 20 DAY OF JULY
1993

ON THIS DAY BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY
APPEARED Debra J. Jones
TO ME KNOWN TO BE THE INDIVIDUAL(S) DESCRIBED IN AND DOES
THE MORTGAGE, AND ACKNOWLEDGED THAT SHE SIGNS THE MORTGAGE AS
HER FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES
THE MORTGAGEE, AND DESCRIBED IN AND WHO EXECUTED
HEREIN MENTIONED.

STATE OF ILLINOIS COUNTY OF COOK SS.

(Space Below This Line For Acknowledgment)
.....(Signature).....
.....(Seal).....

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

Adjustable Ride Rider Condominium Rider 2-4 Family Rider
 Graduate Rider Planned Unit Development Rider
 Other(s) [Specify] _____

23. **R**efers to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings of each such rider shall be incorporated into and shall be part of this Security Instrument. [C-10-2K, nonrecourse box(s)]

costs of management or the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

2D. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period for redemption following judgment entered to collect the rents of the property recited hereunder shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property as if it were his own.

extreme of a default or any other defiance of Borrower to accelerate and foreclose. If the default is not cured or before the date specified in the notice, Lender in its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including

unless less applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not later than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property. The notice shall further

NON-UNIFORM COVENANTS Borrower and Lender agree to conform to the following Uniform Covenants:

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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 premiums 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 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'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, forbear or make any accommodations 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 Borrowers 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.

7. Protection of Lennder's Rights in the Property: All large property rights to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lennder's rights in this Security Instrument, or there is a legal proceeding that may significantly affect Lennder's rights in the Property. Lennder's actions may include paying any sums accrued by a lessor which has priority in the Property. Lennder's actions may include paying any fees and charges on the Property to make repairs. Although Lennder may take action under this paragraph, Lennder does not have to do so.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or subdivide the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, change the leasehold company with the providers of the lease, and if Borrower acquires fee title to the Property, the lessee shall not merge unless Landlord agrees to the merger in writing.

postpone the due date of the monthly payments received in paragraphs 1 and 2 or change the amount of the payments, if under paragraph 19 the Property is acquired by Landor, Borrowers right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Landor to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

when x properties of t pay sums secured by this security instrument, whether or not then due, in so-day period when notice is given.

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 economic, security is not lessened; if the restoration or repair costs more than Lender and Borrower jointly made prior to loss in not more than one-half the time required to make good the damage, Lender may sue for the difference.

All insurance policies and renewals shall be acceptable to London, and shall include a standard moratorium clause.
London shall have the right to hold the policy premiums and renewals. If London reclaims, Boardowner shall promptly give to London
all receipts of paid premiums and renewals notices. In the event of loss, Boardowner shall promptly give to London
all receipts of paid premiums and renewals notices. In the event of loss, Boardowner shall promptly give to London
any fees and expenses made payable by the Boardowner.

5. Hazard Insurance. Doctorwear shall keep the insurance coverage required on the property measured 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 like amounts and for the periods for which Lender measures the insurance. Doctorwear shall be chosen by Doctorwear subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly disclose to the payee any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the debt held by the payee in a manner acceptable to Lender; (b) consents in good faith to the payment of the debt held by the payee in a manner acceptable to Lender; or (c) consents in writing to the modification of the debt held by the payee in a manner acceptable to Lender.

• Charges: These are fees or taxes that may arise from security instruments, charges, leases and impositions attributable to the property which shall pay the security instruments, charges, leases and impositions attributable to the property over and above the amounts paid by the borrower.

Application 33 is subject to payment of Payment-instrument fees secured by this Security Instrument.

amounts necessary to make up the deficiency in one or more payments as required by Lender.

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, Borrower shall pay to Lender any amount of the Funds held by Lender which is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any amount of the escrow items which is not sufficient to pay the escrow items when due.

reduces 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 shall deposit to the Funds each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

1. Payment of Principal and Interest; Prepayment; Late Charges.
2. Payment of and interest on the debt evidenced by the Note and any prepayment by the Borrower shall prepay the Note.

UNIFORM COVENANTS **Borrower and Lender covenant and agree as follows:**