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Loan No.: 8857-13

Send To:

This Instrument was prepared by:
Carie M. Fiorito**NORWOOD FEDERAL SAVINGS & LOAN ASSN.**
5813 NORTH MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60646

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 5, 1985. The mortgagor is STEVEN R. MARCHFIELD, a widower, and ANITA J. BLACKSTONE, divorced and not since remarried. ("Borrower"). This Security Instrument is given to NORWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of the UNITED STATES OF AMERICA, and whose address is 5813 North Milwaukee Avenue - Chicago, Illinois 60646. ("Lender"). Borrower owes Lender the principal sum of SIXTY FIVE THOUSAND AND NO/100***** Dollars (U.S. \$ 65,000.00). 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 January 1, 2001. 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 1 IN BLOCK 10 IN GAUNTLETT FEUBORN AND KLODE'S BELMONT HEIGHTS, SECOND ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH-WEST FRACTIONAL SECTION 24, SOUTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN#: 12-24-321-019

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which has the address of 3354 N. Overhill, Chicago,
(Street) (City)
Illinois 60634 ("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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COUNTRY
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Given under my hand and official seal, this.....5th.....day of.....December..... 1985.

Sci Orth.

abscribed to the foregoing instrument, appeared before me this day in the year 2001, and acknowledged that the said instrument was executed by the parties therein signed and delivered in the said instrument as **THEIR** free and voluntary act, for the uses and purposes therein

do hereby certify that STEVEN R. MARCHEFIELD AND ANITA J. BLACKSTONE DILIGENCE, INC., are responsible for the same Person(s) whose name(s) are

I, Elizabeth E. Edwards, Notary Public in and for said county and state,
hereby certify that the foregoing instrument was acknowledged before me on the _____ day of _____, A.D. _____.

STATE OF ILLINOIS.....COOK.....COUNTY SSI

(Specs Below That Line For Acknowledgment)

—Borrower
.....(Sign)

—Borrower
.....(Sign)

—Borrower
.....(Sign)

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

2-4 Family Rider Comdominium Rider Planned Unit Development Rider Grandfathered Payment Rider Adjustable Rate Rider Other(s) [Specify] _____

most difficult word order change to bootstrap, bootstrap seems very much like a bootstrap strategy.

but not limited to, reasonable attorney's fees and costs of title evidence.

20. **Lender in Possession.** Upon acceleration under Paragraph 19 or abandonment at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judiciable appointment of receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of such property including those past due. Any rents collected by Lender shall be applied first to payment of management costs of maintenance of the Property and collection of rents, including, but not limited to, reasonable attorney's fees, and then to the sums secured by this Security instrument.

21. **Release.** Upon payment in full of all sums received by this Security instrument, Lender shall release this Security instrument without charge, but not before the date set forth in Paragraph 20.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement to cure the notice shall specify: (a) the action required to cure the default; (b) the date from which the default must be cured; (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) 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, regardless of whether the date specified in the notice has passed. The notice shall specify: (a) the date from which the default must be cured; (b) the action 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) 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, regardless of whether the date specified in the notice has passed. The notice shall specify: (a) the date from which the default must be cured; (b) the action 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) 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, regardless of whether the date specified in the notice has passed. The notice shall specify: (a) the date from which the default must be cured; (b) the action 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) 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, regardless of whether the date specified in the notice has passed.

NON-LINEAR FORM COVENANTS. Bottower and Lender further covenant and agree as follows:

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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 Borrower secured by this Security Instrument. Unless Borrower and Lender agree to otherwise terms of payment, upon notice from Lender to Borrower the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

tee little 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), probable, for condemnation of to enforce laws or regulations), then Lender may include payment of attorney's fees and costs and centering on the property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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.

The property or to pay sums secured by this Security Instrument, whether or not then due. This 30-day period will begin when the 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 economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security is lessened, if the repair or restoration of the Property causes damage to other property of Lender or to Lender's security, Lender may sue the Person causing the damage for the amount of the loss suffered by Lender.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, unreasonably withheld.

Lender shall have the right to hold the title policies and renewals. If Lender reclaims equity, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly notice to the insurance carrier and Lender may make proof of loss if not made prompt by Borrower.

Borrower shall pay these amounts in paragraph 2, or if not paid in that manner, Borrower shall pay them on time these amounts in the manner provided in paragraph 1, or if not paid in that manner, Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall receive full evidence of the payments.

Note: third, to amounts paid, and 2nd in the principal, second, to amounts paid under the principal due; and last, to principal due.

than immediate property to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as to the sums secured by this Security Instrument.

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 to 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 gives to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Funds are pledged as additional security for the sums secured by this Security instrument.

The Funds shall be held in an institution the deposits or accounts of which are insured by a Federal or State Fund, if any; (c) yearly hazard insurance premiums; and (d) yearly motor vehicle insurance premiums, if any; (e) property, if any; (f) yearly hazard insurance premiums; and (g) yearly motor vehicle insurance premiums.

2. Funds for Taxes and Insurance. Subject to applicable law up to a written waiver by Lender, Borrower shall pay to Leider on the day monthly payments which may attain priority over this Security Instrument; (b) yearly taxes and insurance of the real estate and fixtures of the Note and interest on the Note and charges due under the Note.

UNTHRESHOLD COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of and interest on the debt evidenced by the Note and late charges. Borrower shall promptly pay when due principal of and interest on the debt evidenced by the Note and late charges.