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CBC#797744

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on .....January 10th....., 19...86... The mortgagor is .....Ann P. Goudie, a Widow.....

..... ("Borrower"). This Security Instrument is given to .....CAMERON-BROWN COMPANY d/b/a CAMERON-BROWN MORTGAGE COMPANY....., which is organized and existing under the laws of ..North Carolina....., and whose address is .....

.....4300 Six Forks Road, P.O. Box 18109, Raleigh, North Carolina 27619..... ("Lender").

Borrower owes Lender the principal sum of .....Sixty Thousand and no/100-----

..... Dollars (U.S. \$...60,000.00----). 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, 2016..... 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 29 in Block 2 in Branigan's Cumberland Terrace, being a Subdivision in Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof registered as Document number 804435, in Cook County, Illinois.

P.I. #09-18-206-030

This document was prepared by: Judy Bollet, for  
Cameron-Brown  
1540 E. Dundee Rd. Suite 310  
Palatine, Ill. 60067

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which has the address of .....590 Columbia.....  
(Street)  
Illinois .....60016..... ("Property Address");  
(Zip Code)

Des Plaines.....  
(City)

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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I, John P. Goudie, a Notary Public in and for said county and state, do hereby certify that Alyn P. Wilday, whose name(s) is/are personally known to me to be the same person(s) who subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that S. H. Hert, hereinafter referred to as "he", is the true and voluntary act, in that he uses and purposed herein signed and delivered the said instrument as free and voluntary act, to the uses and purposes herein

STATE OF ILLINOIS  
County ss:

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

- 2-4 Family Rider
- Condominium Rider
- Adjustable Rate Rider
- Other(s) [Specify] \_\_\_\_\_

22. Waller of Homestead, Borrower will have all right of homestead exemption in the property.  
23. Right to this Security Instrument. If one or more relatives are executed by Borrower and recorded together with this Security Instrument, the co-tenants and beneficiaries of each such rider shall be incorporated into and shall amend and supplement the terms and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

20. Lender 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 a judicial sale, Lender (in person, by agent or by judiciable receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of management costs of management of rents, including collection of rents, including, but not limited to, receiver's fees, premiums on receivables, bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any acceleration costs.

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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 sum 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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Lender may, take certain steps 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 interest. 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 Merger in Writing  
Lease title shall not merge unless Lennder agrees to the merger in writing.  
Coverage of Borroower fails to perform the  
Lender's rights contained in the  
Property such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or  
regulations, rights in the  
Property such as a lease  
instruments, or there is a legal proceeding that may significantly affect  
coveneants and agreements  
of this instrument, or  
in the  
Property include paying any sums accrued by a lessor which has priority over this Security  
Instrument, appearing in our,  
Lennder's actions may include paying any sums accrued by a lessor which has priority over this Security  
Instrument, appearing in our,  
fees and expenses of the  
Property to protect the  
rights in the  
Property. Lennder  
shall pay for whatever is necessary to protect the  
value of the  
Property and Lennder's  
rights in the  
Property. Lennder may do and pay for what ever is necessary to protect the  
value of the  
Property and Lennder's  
rights in the  
Property.

6. Preservation and Maintenance of Property. 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 lesseehold and leasehold rights shall remain intact.

Unless otherwise agreed in writing, any application of proceeds to principles shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amounts of the payments from damage paragraph 19 the property is acquired by Lender, Borrower's right to any insurance policies and proceedings to the acquisition shall pass to the extent of the sums secured by this Security interest prior to the acquisition.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause.  
Lennder shall have the right to hold the policies and renewals. If Lennder receives notice of loss, Borrower shall promptly give to Lennder all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give to Lennder all receipts of paid premiums and renewals. Lennder may make proof of loss if not made promptly by Borrower.  
Unless Lennder 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. Security deposits shall be lessened, if security is not lessened. If the restoration or repair is not lessened, if the repair is not made promptly by Borrower, Lennder may make proof of loss if not made promptly by Borrower.  
Unless Lennder and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or replace damaged property or equipment, if the repair or replacement is reasonably necessary to restore the insurance coverage and Lennder may make proof of loss if not made promptly by Borrower.  
If the repair or replacement is not reasonably necessary to restore the insurance coverage, Lennder may make proof of loss if not made promptly by Borrower.

of the giving of notice.

argues in writing to the payee that the payment is good and that the payee is liable to Lender; (b) consents in good faith to the lien by, or defers enforcement of the lien against a garnishee who is liable to Lender; (c) accepts payment in a manner acceptable to Lender; (d) consents in good faith to the filing of a complaint in the state or federal courts to collect the amount due under the note or the amount due under the security agreement.

3. Application of Premiums. Unless applicable raw products otherwise, all premiums received by Lender under the Note; interest, to late charges under the Note; second, to prepayment fees paid by Lender 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 pay them on time directly to the persons 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 all notices of amounts received by Lender under this paragraph.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay the amount due to Lender under this Note at the rate of interest charged on the unpaid balance of the principal amount of the Note plus interest at the rate of twelve percent (12%) per annum.

5. Application of Proceeds. Any overcharge collected by Lender under this Note shall be applied first, to late charges under the Note; second, to prepayment fees received by Lender under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

If the amount of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be paid at due dates of the escrow items, 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 an amount necessary to make up in full of all sums secured by this Security instrument in one or more payments, if under credit to Lender, Any Funds held by Lender, shall be held by Lender until payment in full of all sums secured by this Security instrument, unless otherwise provided in the note or agreement between Lender and Borrower.

**1. Payment of Principal and Interest** 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 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) year leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) year 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.