

# UNOFFICIAL COPY

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NOTE DE DÉCLARATION

22330-00848

[Space Above This Line For Recording Data]

## MORTGAGE

1986 THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 11  
The mortgagor is STEPHEN ECKARDT, A BACHELOR, AND STACY GORDON, A SPINSTER  
("Borrower"). This Security Instrument is given to EMPIRE OF AMERICA REALTY CREDIT CORP.

which is organized and existing under the laws of THE STATE OF MICHIGAN  
2 EMPIRE PLAZA, 100 SENECA ST., BUFFALO, NEW YORK 14203 , and whose address is

Borrower owes Lender the principal sum of FORTY SIX THOUSAND FIVE HUNDRED FIFTY AND 00/100 \*

\* \* \* \* \* \* \* \* \* Dollars (U.S.) 46,550.00 ). 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 DECEMBER 01, 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 THIRTEEN (13) IN BLOCK SEVEN (7), IN HARRIET FARLIN'S  
SUBDIVISION OF THE SOUTH THREE FOURTHS (3/4) OF THE WEST HALF  
(1/2) OF THE WEST (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION  
25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO: 13-25-409-021-0000

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which has the address of 2618 N. WASHTENAW  
(Street) , CHICAGO  
(City)  
Illinois 60647 ("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 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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**BOX #**

Chilean

Solicitor for Plaintiff

THEIR FREE and voluntary act, for the uses and purposes herein  
signed and delivered the said instrument as  
set forth.

3566926	3566926	Notary Public	Notary Public	Notary Public	Notary Public
Subscribed by					
Additional promises					
promised to deliver office					
Address	Address	Address	Address	Address	Address
Deed to					
Witnesses	Witnesses	Witnesses	Witnesses	Witnesses	Witnesses
Mission expenses: \$100.00					

ΕΠΙΧΕΙΡΗΣΗ Η ΣΥΝΟΔΟΣ ΔΗΜΟΣΥΡΓΙΑ Η ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ - www.gov.gr Σελίδα 1 από 1

, a Notary Public in [red] for said county and state,

## I. What is a difference

STATE OF ILLINOIS,

[\(see also Books This Long for Actual Use\)](#)

*[Handwritten signature of Stacy Gordon over the line.]*

STACY GORDON  
Borrower  
(Seal)

STEPHEN ECKARDT  
Borrower  
(Seal)

BORROWER  
(Seal)

BORROWER  
(Seal)

BORROWER  
(Seal)

BY SIGNING BELOW, BERT WILL ACCEPTS AND AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

22. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall affect this Security Instrument. The one or more riders shall be incorporated into and shall affect this Security Instrument in the same manner as if the rider(s) were a part of this Security Instrument.

24. Family Rider.  24 Family Rider

25. Contaminated Rider.  Contaminated Rider

26. Planned Unit Development Rider.  Planned Unit Development Rider

27. Graduated Family Rider.  Graduated Family Rider

28. Other(s) [Specify]  Other(s) [Specify]

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement (but not prior to acceleration under paragraphs 13 and 17 unless specifically provided otherwise). The notice shall specify: (a) the date which the default occurred; (b) that failure to cure the default on or before the date specified may result in acceleration of the sums secured by this Security Instrument, for collection by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings the date specified in the notice to Borrower, by which the default must be cured; (c) that failure to cure the default 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 the notice is given to Borrower, by which the default must be cured.

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

19. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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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 Board; 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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Secured by Lender 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.

7. Protection of Lenders' Rights in the Property; Mortgagage 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 the real property mortgaged in this instrument, or there is a材費, the holder of the mortgage may sue for specific performance, or for foreclosure of the mortgage, or for any other relief available at law or in equity.

Boilerpower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessorhold and free title shall not merge unless Lender agrees to the merger in writing.

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.

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.

carries Landlord, Landlord may make proof of loss if not made promptly by Borrower or Lender and Borrower otherwise agree in writing, insurance premiums shall be paid to the carrier in advance of loss or damage, in which event the carrier shall be liable for the loss or damage.

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

**5. Hazard Insurance.** Borrower shall keep the insurance elements now existing or hereafter received on the Property insured against loss by fire, hazards included within the term "exten sed coverage", and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount's, 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.

2. **Debtors**: In writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (a) consents in good faith the Lien by, or defers against claim or defense by the Lien in, legal proceedings which in the Lender's opinion applies 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 to the payment of the obligation secured by the Lien in a manner acceptable to Lender; (b) consents in good faith the Lien by, or defers against claim or defense by the Lien in, legal proceedings which in the Lender's opinion applies 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 to the payment of the obligation secured by the Lien in a manner acceptable to Lender.

to be paid under this paragraph, it Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. Charges; Liens. - or power shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security instrument, and leasehold payments of 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

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayments of charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

Upon the payment in full of all sums received by this Security Instrument, Lennder shall promptly return to Borrower any Funds held by Lennder, or to the sale of the Property so it's acquisition by Lennder, any Funds held by Lennder at the time of application as a credit towards the sums secured by this Security Instrument.

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.

If the amount of the Funds held by Legendre, together with the future monthly payments of Funds payable prior to purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

Lender may not charge for holding funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to do so. Lender shall apply the funds to pay the escrow items.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal or and interest on the debt evidenced by the Note and any prepayment made by the Noteholder.
2. Funds for Taxes and Insurance. Subject to the notice and law of a tax collector or insurance company, the Noteholder is entitled to receive payment of taxes and insurance premiums due on the property mortgaged by the Noteholder.