

# UNOFFICIAL COPY

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NOTE IDENTIFIED

3604874

Mail to:

THIS INSTRUMENT WAS PREPARED BY  
LAURA NEUWALD  
Libertyville Federal Savings and Loan Association  
364 NORTH MILWAUKEE AVENUE  
LIBERTYVILLE, ILLINOIS 60048

[Space Above This Line For Recording Data]

Loan # 0110080769

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 27, 1987. The mortgagor is LINDA L BUCKWALTER DIVORCED AND NOT SINCE REMARRIED. ("Borrower"). This Security Instrument is given to LIBERTYVILLE FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of the United States of America, and whose address is 354 North Milwaukee Avenue, Libertyville, Illinois 60048. ("Lender"). Borrower owes Lender the principal sum of Fifty-Five Thousand and No/100 Dollars (U.S. \$ 55,000.00). 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 April 1, 2002. 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 2 IN ELLSWORTH T. MARTIN'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 10-24-315-019-0000 FS04

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which has the address of 2024 KEENEY, EVANSTON,  
[Street] (City)  
Illinois 60202 ("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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Notary Public  
(Seal)

*Journal of Comedy* (SEAL)

My Committal Expires: 10/5/88

Witness my hand and official seal this  
19th day of March 1876 (one, nine, one).

I, NORMA PUBLICK in and for said county and state, do hereby certify that  
I, NORMA PUBLICK, a Notary Public in and for said county and state, do hereby certify that  
before me and in (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,  
have executed same, and acknowledge said instrument to be .....

CHICAGO TITLE INS.

01 School bag

—BOTTWER  
.....(Seal).....

BY SIGNING BELOW, I DO POWER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.  
IN WITNESS WHEREOF, I HAVE HEREUNTER PLACED MY SIGNATURE AND SEAL ON THIS DAY OF DECEMBER, 1988.  
  
LINDA L. BURKHART  
Borrower  
(Seal)

- 2-4 Family Rider
- Condominium Rider
- Adjustable Rate Rider
- Graduate Payment Rider
- Planned Unit Development Rider
- Other(s) [specify] \_\_\_\_\_

23. **Riders to the Security Instrument.** If one or more of the riders in section 22 above applies to this instrument, the rider(s) will be recorded together with the instrument.

costs of management of the Property and collection of rents, including, but not limited to, receiver's fees 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 recordation costs.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and any time but not limited to, reasonable attorney's fees and costs of title evidence.

19. **NON-UNIFORM COVENANTS.** Borrower and Lender further covenant under this Agreement as follows:

breach of any covenant in this Security Instrument but not prior to acceleration of principal and interest due and payable; (c) a default, not less than 30 days from the date notice is given to Borrower, by which the default must be cured and (d) that fails to cure the default on or before the date specified in the notice may result in acceleration of the summa and (e) that provides otherways. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a notice shall be given to Borrower, by which the default must be cured; and (d) the date when the default will be deemed to have occurred. The notice shall specify: (a) the default; (b) the date when the default will be deemed to have occurred; and (c) a notice shall be given to Borrower, by which the default must be cured.

20. **Acceleration of Covenants.** Lender shall give notice to Borrower prior to acceleration of principal and interest due and payable; (d) that fails to cure the default on or before the date specified in the notice may result in acceleration of the summa and (e) that provides otherways. The notice shall specify: (a) the default; (b) the action required to cure the default; and (c) a notice shall be given to Borrower, by which the default must be cured; and (d) the date when the default will be deemed to have occurred. The notice shall specify: (a) the default; (b) the date when the default will be deemed to have occurred; and (c) a notice shall be given to Borrower, by which the default must be cured.

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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, including interest thereon, shall become additional debt of Borrower secured by this Security Interest, unless otherwise agreed by Lender and Borrower, and shall bear interest at the rate of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment.

7. Protection of Lennder's Lennder agrees to the merger in writing.  
If Borrower fails to perform the  
covenants and agreements contained in the Security Instruments, or there is a legal proceeding that significantly affects  
Lennder's rights in the Property (such as a bankruptcy, probate, for condemnation or to enforce laws or  
regulations), then Lennder may do and pay for whatever is necessary to protect the Property and Lennder's rights  
in the Property. Lennder's actions may include paying any sums received by a lien which has priority over this Security  
Instrument, performing his/her obligations under the lease, or doing what is necessary to make repairs. Although  
Lennder's actions may include paying attorney fees and encumbring the Property to make repairs. Although

6. Preservation and Maintenance of Property: Lessor shall not destroy, damage or subdivide any immovable property belonging to the lessor, and if Borrower acquires fee title to the lessor, the lessor shall comply with the provisions of the lease, and if Borrower acquires fee title to the lessor, the lessor shall comply with the provisions of the lease.

Unlawful Lender and Borrower otherwise agree in writing, any application of proceeds to principles shall not extend or  
where the notice is given.

Unless Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to restoration or repair of the property if otherwise agreed, if the restoration or repair is economicallly feasible and Lender's security is lessened, the insurance proceeds shall be applied to repair or replacement of the property in whole or in part, whether or not the insurance premium has been paid by the Lender.

All unreasonable policies and remedies shall be acceptable to Lennder and shall include a standard mortgage clause, unless specifically prohibited by law.

of the building or structure, Borrower shall satisfy the term of the note or more of the restrictions set forth within 10 days of the date terminating the term. Borrower shall keep the premises in good repair during the term.

Borrower shall promptly disclose to the payees in writing to the Lender all information concerning the payees in the same manner acceptable to the Lender unless otherwise provided by law.

Note: third, to amounts payable under paragraph 2, fourth, to interests due; and last, to principal due.

4. Charges: Lines, tolls orower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain prior to over this Security instrument, and leasehold payments or ground rents, if any.

Borrower shall pay directly to the minister provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time these obligations in the manner makes these payments directly. Borrower shall promply furnish to Lender notices of amounts to be paid under this paragraph. If Borrower makes payment of amounts to Lender before the date specified in the documents.

application as a CFC, it is against the terms accepted by this security instrument.

Upper payment limit in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower amounts necessary to make up the deficiency in one or more payments required by Lender.

The Funds shall be held in trust for the depositors or accountants of which are insured by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the screw items. Lender may not charge for holding and applying the Funds,analyzing the account or verifying the screw items, unless Lender pays Borrower interest on the Funds and applies the Funds to permit 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

to 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 affect any interest or ground rents on the property; (b) yearly leasehold payments or ground rents on the property over this Security Instrument; (c) yearly mortgage insurance premiums, if any; (d) reasonable and reasonable expenses of collection of the same; and (e) any other items which may be charged by the Lender for services rendered or estimated to be rendered by the Lender in connection with the Note.

**UNIFORM CONTRACTS.** Borrower and Lender agree to the following:

1. Payment of Principal and Interest. Payments shall be made in monthly installments of \$                 plus interest at the rate of                  percent per annum, commencing on the                  day of                 , 19                , and continuing until the principal and interest have been paid in full. The first payment will be due on the                  day of                 , 19                . Subsequent payments will be due on the                  day of each month thereafter. Any payment received by Lender after the due date will be applied first to accrued interest and then to principal. If any payment is received by Lender before the due date, it will be held by Lender until the due date, at which time it will be applied first to accrued interest and then to principal.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay