

# UNOFFICIAL COPY

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[Space Above This Line For Recording Date]

## MORTGAGE Loan Number 1423740

THIS MORTGAGE ("Security Instrument") is given on August 30,  
19.88.... The mortgagor is Marilyn W. Otto and Linda K. Otto, his wife  
("Borrower"). This Security Instrument is given to  
ELMHURST FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing  
under the laws of the United States of America, and whose address is  
100 Addison Street, Elmhurst, Illinois 60126 ("Lender").  
Borrower owes Lender the principal sum of Eighty-five-thousand-and-no/100-----  
Dollars (U.S. \$ 85,000.00). 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 September 1, 2018. 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:

THE SOUTH HALF (1/2) OF LOT TWELVE (12) IN BLOCK THIRTY FOUR (34)  
IN FOREST HILLS OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, A  
SUBDIVISION BY HENRY EINFELDT AND GEORGE L. BRUCKERT, OF THE EAST  
HALF (1/2) OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, AND THAT PART OF BLOCKS 12, 13, 14, AND  
15 IN THE "THE HIGHLANDS" BEING A SUBDIVISION OF THE NORTHWEST  
QUARTER (1/4) AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE  
SOUTHWEST QUARTER (1/4) OF SECTION 7, TOWNSHIP 38 NORTH, RANGE  
12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS, LYING EAST OF A LINE 33 FEET WEST OF AND PARALLEL WITH  
THE EAST LINE OF SAID NORTHWEST QUARTER (1/4) OF SECTION 7.

PIN#18-07-409-014

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NOTE IDENTIFIED

which has the address of 5205 Woodland Avenue,  
(Street) Western Springs,  
Illinois 60558 ("Property Address");  
(City) (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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This instrument was prepared by JOAN LEIMETER.

### My Commision Express:

(1785)

Witnesses my hand and official seal this 30<sup>th</sup> day of August 1986.

Merlyn W. Otto and Linda K. Otto, his wife, a Notary Public in and for said county and state, do hereby certify that before me and is (are) known or proven to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed said instrument to be true, free and voluntary act and deed and that (this, her, their) they executed said instrument for the purposes and uses herein set forth.

STATE OF	ILLINOIS	CITY OF	LIVINESTON	COUNTY OF
			ss:	ILLINOIS

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Mervyn W. ODETO  
—BORROWER

Instrument and in any ride(s) executed by Borrower and recorded with it.

Other(s) [specify] \_\_\_\_\_

Instruments / Licenses / Professional Dues(s)       Adjustable Rate Rider       Condominium Rider       2-4 Family Rider

23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend and

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

the Property by Lender or the Receiver shall be entitled to enter upon, take possession of and manage the Property until it is collected in the rents of the Property past due. Any rents collected by Lender or the Receiver shall be applied first to payment of amounts due the Property by Lender or the Receiver, but will not exceed the amount due the Property by Lender or the Receiver.

20. Under-in PResession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
but not limited to, reasonable attorney fees and costs of title evidence.

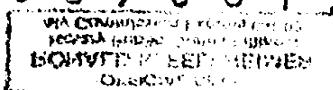
Excessive deferral of Borrower's acceleration and foreclosure may render it ineffective or unenforceable.

(d) That failure to receive the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, force sale by judicial proceeding and sale of the property. The notice shall further

NON-UNIFORM COVENANTS, BOTTWER AND LANGE FURTHER COVENANT AND AGREE AS FOLLOWS:

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

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4

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 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: Mergers and acquisitions often fail to perform the covenantants and agreements contained in the Security Instrument, or there is a legal proceeding challenging their legality. Lennder may take action under this Paragraph, Lennder does not have to do so.

Instrumental measurement may prove to be acquisitions.

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payment required to pay off the amount of the payment(s) previously received by Lessee under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the acquisition shall pass to Lender to the extent of the sums secured by this Security interest.

carrier and Lender may make proof of loss if not made promptly by Borrower or the trustee and Lender agree to settlewise agree in writing, insurance proceeds shall be applied to restoration of the property if restoration of the property is not lessened. If the restoration of the property is not lessened, then Lender may make proof of loss if not made promptly by Borrower or the trustee and Lender may call collect the insurance proceeds. Lender may use the proceeds as to repair or restore the property or to pay sums secured by this Security Instrument, whether or not then due. The duty period will begin when the trustee and Lender may call collect the insurance proceeds.

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

**5. Hazardous Insurance:** Borrower shall keep the term insurance or reinsurance coverage required on the Property insured against loss by fire, hazards included in the term insurance or reinsurance coverage required on the Property.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing 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 a garnishee action against Lender in the amount acceptable to Lender; (c) consents in good faith the enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or defers a garnishee action against Lender in the amount acceptable to Lender; or (d) consents in writing to the payment of the item in a manner acceptable to Lender or Lender's attorney in fact or attorney in fact of Lender.

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 demanded. Borrower shall make these payments directly, Borrower shall notice of amounts to be paid under this paragraph, and Borrower makes these payments directly, Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph.

Note: third, to amounts payable under paragraph 2; fourth, to interests due and last, to principal due.  
Paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to preparation charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interests due and last, to principal due.

any Funds held by Lennder, Lennder shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lennder, any Funds held by Lennder at the time of application as a credit to reduce the sums secured by this Security instrument.

amount of the Funds held by Lender is not sufficient to pay the escrowed to items when due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments when due. Borrower shall pay to Lender any amount of sums received by this Security Instrument to the extent of amounts received to cover the escrowed to items when due.

The Funds shall be held in an institution the depositories or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not charge interest on the Funds and applying the Funds to pay the escrow items, unless Lender permits Lender to make such a charge. Borrower and Lender shall agree to make such a charge.

To Lender or 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) yearly leasehold payments on the ground rents on the Property, if any; (c) early hazard insurance premiums; and (d) yearly 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.

**1. Payments of Principal and Interest Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest accrued 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 the principal of and interest accrued by the Note and late charges due under the Note.