

# UNOFFICIAL COPY

ILLINOIS - STATE OF COOK COUNTY RECORDS DEPARTMENT

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 attachments and additions that may be created by this Security Instrument, all of the foregoing is conveyed to the Security Instrument herein as the "Property".

Illinois ..... 60482 (Property Address) .....  
which has the address of ..... 6919 WEST 11TH PLACE  
NORTH

PROPERTY ADDRESS: 6919 WEST 11TH PLACE, NORTH, ILLINOIS 60482  
PERMANENT INDEX NUMBER: 24-19-105-031-0000  
1641268.

OF COOK COUNTY, ILLINOIS, ON DECEMBER 21, 1995, AS DOCUMENT NUMBER  
TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING  
HALF (4) OF THE NORTHWEST QUARTER (4) OF SECTION 19, TOWNSHIP 37  
IN RIDGEMOOD HOMES SUBDIVISION NO. 2, A SUBDIVISION IN THE EAST  
-- LOT TWELVE -- (12) --

located in Cook County, Illinois.  
The Note for this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property  
Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and  
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
secured to Lender; (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
This Security Instrument  
paid earlier, due and payable on  
DECEMBER 5, 1995  
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not  
Borrower owes Lender the principal sum of EIGHT THOUSAND AND 00/100  
Dollars (U.S. \$ 8,000.00). This debt is evidenced by Borrower's note  
840 SOUTH OAK PARK AVENUE, OAK PARK, ILLINOIS 60304  
and whose address is  
THE STATE OF ILLINOIS  
SUBURBAN TRUST AND SAVINGS BANK  
("Borrower"). This Security Instrument is given to  
which is organized and existing  
BARBARA S. FABER, divorced and not remarried  
The mortgagor is

## MORTGAGE

[Space Above This Line for Recording Date]

377772

3755288

U.S. DEPARTMENT OF THE TREASURY  
COOK COUNTY RECORDS DEPARTMENT

377772

3755288

377772

# UNOFFICIAL COPY

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

19. Acceleration Remedies: Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (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, foreclosure 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 proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 judicial sale, Lender (in person, by agent or by judicially appointed 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 the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' 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.

22. Waiver of Homestead. 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 covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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

BY SIGNING BELOW, Borrower 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.

*Barbara S. Faber*  
Barbara S. Faber (Seal) Borrower

(Seal)  
Borrower

STATE OF ILLINOIS, COOK County ss:

MICHAELINE MANOS a Notary Public in and for said county and state

do hereby certify that BARBARA S. FABER, divorced and not remarried

is personally known to me to be the same person(s) whose name(s) is

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she

signed and delivered the said instrument as her free and voluntary act, for the use and purposes therein

set forth

Given under my hand and official seal, this

15th day of November, 1988

My Commission expires: 4-26-90

*Michaeline Manos*  
Notary Public

NO DUPLICATE

2/1345902  
3777772

(Space Below This Line Reserved For Lender and Recorder)

BARBARA S. FABER, divorced and not remarried

755288

6919 WEST 111TH PLACE  
WORTH, ILLINOIS 60488

NOV 17 1988

HAROLD GREENE COUNTY RECORDER

755288

755288

MORTGAGE

11/16/88

11/16/88

# UNOFFICIAL COPY

17. Lender 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.

18. Inspector. 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.

19. Condemnation. If 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.

20. 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 condempnor 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.

21. 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.

22. 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 or 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 or interest or to extend time for payment or otherwise 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.

23. Successors and Assigns; 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 and (b) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodation, with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

24. 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 the permitted limits will be refunded to Borrower. Lender may elect to make this refund by reducing the principal owed under the Note or by making a direct payment charge under the Note.

25. Legislation Affecting Lender's Rights. If enactment of an act or amendment of an act has the effect of reducing any provision of this Security Instrument in violation of the intent of the instrument and may, in the future, require amendment of the instrument, Lender may, in its discretion, amend the instrument to conform to the intent of the instrument and may, in the future, require amendment of the instrument to conform to the intent of the instrument.

26. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person or by registered mail, return receipt requested, to the address last given to Borrower. If the notice shall be directed to the address last given to Borrower, it shall be deemed to have been given to Borrower. If the notice shall be directed to an address other than the address last given to Borrower, it shall be deemed to have been given to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower if the notice is given to the address last given to Borrower.

27. Governing Law; Venue. This Security Instrument shall be governed by the law of the State of California and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect the enforceability of this Security Instrument or the Note. No conflict with applicable law, such conflict shall not affect the enforceability of this Security Instrument and the Note and shall be deemed to be resolved in favor of the enforceability of this Security Instrument.

28. Borrower's Copy. Borrower shall be given a true and correct copy of the Note and of this Security Instrument. Both are deemed to be separate.

29. Entire Agreement. This Security Instrument, together with the Note, constitute the entire agreement between the parties and shall supersede all other agreements, understandings, negotiations, oral or written, between the parties with respect to the subject matter hereof.

30. Assignment. This Security Instrument may be assigned, in whole or in part, to any assignee, and the assignee shall be deemed to have acquired all the rights and obligations of the original party to this Security Instrument.

31. Counterparts. This Security Instrument may be executed in counterparts, each of which shall be deemed to be a true and correct copy of this Security Instrument, and all of which, when taken together, shall constitute one and the same agreement.

32. Waiver. Lender hereby certifies that it is a duly licensed financial institution under the laws of the State of California and is authorized to do business in the State of California.

33. Acknowledgment. Lender hereby certifies that it is a duly licensed financial institution under the laws of the State of California and is authorized to do business in the State of California.

34. Recording. This Security Instrument is being recorded for the purpose of perfecting the security interest of Lender in the Property.

35. No Oral Modification. This Security Instrument and the Note cannot be modified or amended orally.

36. No Oral Waiver. No oral waiver of any provision of this Security Instrument or the Note is enforceable.

37. No Oral Assignment. No oral assignment of this Security Instrument or the Note is enforceable.

38. No Oral Release. No oral release of this Security Instrument or the Note is enforceable.

39. No Oral Surrender. No oral surrender of this Security Instrument or the Note is enforceable.

40. No Oral Forfeiture. No oral forfeiture of this Security Instrument or the Note is enforceable.

41. No Oral Redemption. No oral redemption of this Security Instrument or the Note is enforceable.

42. No Oral Extension. No oral extension of this Security Instrument or the Note is enforceable.

43. No Oral Change. No oral change of this Security Instrument or the Note is enforceable.

44. No Oral Amendment. No oral amendment of this Security Instrument or the Note is enforceable.

45. No Oral Modification. No oral modification of this Security Instrument or the Note is enforceable.

46. No Oral Waiver. No oral waiver of this Security Instrument or the Note is enforceable.

47. No Oral Assignment. No oral assignment of this Security Instrument or the Note is enforceable.

48. No Oral Release. No oral release of this Security Instrument or the Note is enforceable.

49. No Oral Surrender. No oral surrender of this Security Instrument or the Note is enforceable.

50. No Oral Forfeiture. No oral forfeiture of this Security Instrument or the Note is enforceable.

51. No Oral Redemption. No oral redemption of this Security Instrument or the Note is enforceable.

52. No Oral Extension. No oral extension of this Security Instrument or the Note is enforceable.

53. No Oral Change. No oral change of this Security Instrument or the Note is enforceable.

54. No Oral Amendment. No oral amendment of this Security Instrument or the Note is enforceable.

55. No Oral Modification. No oral modification of this Security Instrument or the Note is enforceable.

56. No Oral Waiver. No oral waiver of this Security Instrument or the Note is enforceable.

57. No Oral Assignment. No oral assignment of this Security Instrument or the Note is enforceable.

58. No Oral Release. No oral release of this Security Instrument or the Note is enforceable.

59. No Oral Surrender. No oral surrender of this Security Instrument or the Note is enforceable.

60. No Oral Forfeiture. No oral forfeiture of this Security Instrument or the Note is enforceable.

61. No Oral Redemption. No oral redemption of this Security Instrument or the Note is enforceable.

62. No Oral Extension. No oral extension of this Security Instrument or the Note is enforceable.

63. No Oral Change. No oral change of this Security Instrument or the Note is enforceable.

64. No Oral Amendment. No oral amendment of this Security Instrument or the Note is enforceable.

65. No Oral Modification. No oral modification of this Security Instrument or the Note is enforceable.

66. No Oral Waiver. No oral waiver of this Security Instrument or the Note is enforceable.

67. No Oral Assignment. No oral assignment of this Security Instrument or the Note is enforceable.

68. No Oral Release. No oral release of this Security Instrument or the Note is enforceable.

69. No Oral Surrender. No oral surrender of this Security Instrument or the Note is enforceable.

70. No Oral Forfeiture. No oral forfeiture of this Security Instrument or the Note is enforceable.

71. No Oral Redemption. No oral redemption of this Security Instrument or the Note is enforceable.

72. No Oral Extension. No oral extension of this Security Instrument or the Note is enforceable.

73. No Oral Change. No oral change of this Security Instrument or the Note is enforceable.

74. No Oral Amendment. No oral amendment of this Security Instrument or the Note is enforceable.

75. No Oral Modification. No oral modification of this Security Instrument or the Note is enforceable.

76. No Oral Waiver. No oral waiver of this Security Instrument or the Note is enforceable.

77. No Oral Assignment. No oral assignment of this Security Instrument or the Note is enforceable.

78. No Oral Release. No oral release of this Security Instrument or the Note is enforceable.

79. No Oral Surrender. No oral surrender of this Security Instrument or the Note is enforceable.

80. No Oral Forfeiture. No oral forfeiture of this Security Instrument or the Note is enforceable.

81. No Oral Redemption. No oral redemption of this Security Instrument or the Note is enforceable.

82. No Oral Extension. No oral extension of this Security Instrument or the Note is enforceable.

83. No Oral Change. No oral change of this Security Instrument or the Note is enforceable.

84. No Oral Amendment. No oral amendment of this Security Instrument or the Note is enforceable.

85. No Oral Modification. No oral modification of this Security Instrument or the Note is enforceable.

86. No Oral Waiver. No oral waiver of this Security Instrument or the Note is enforceable.

87. No Oral Assignment. No oral assignment of this Security Instrument or the Note is enforceable.

88. No Oral Release. No oral release of this Security Instrument or the Note is enforceable.

89. No Oral Surrender. No oral surrender of this Security Instrument or the Note is enforceable.

90. No Oral Forfeiture. No oral forfeiture of this Security Instrument or the Note is enforceable.

91. No Oral Redemption. No oral redemption of this Security Instrument or the Note is enforceable.

92. No Oral Extension. No oral extension of this Security Instrument or the Note is enforceable.

93. No Oral Change. No oral change of this Security Instrument or the Note is enforceable.

94. No Oral Amendment. No oral amendment of this Security Instrument or the Note is enforceable.

95. No Oral Modification. No oral modification of this Security Instrument or the Note is enforceable.

96. No Oral Waiver. No oral waiver of this Security Instrument or the Note is enforceable.

97. No Oral Assignment. No oral assignment of this Security Instrument or the Note is enforceable.

98. No Oral Release. No oral release of this Security Instrument or the Note is enforceable.

99. No Oral Surrender. No oral surrender of this Security Instrument or the Note is enforceable.

100. No Oral Forfeiture. No oral forfeiture of this Security Instrument or the Note is enforceable.

0221114430  
65250210

# UNOFFICIAL COPY

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** 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 order by Lender, Borrower shall pay 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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly 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.

The Funds shall be held in an institution the deposits or receipts 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. 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 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 shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of funds payable prior to 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.

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

4. **Charges, Taxes, Assessments, Charges, Fines and Impositions.** 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. 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 in the amount owed payment. Borrower shall promptly furnish to Lender all notices of arrears to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts 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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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 would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that an insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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.

6. **Preservation and Maintenance of Property; Leaseholds.** 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 leasehold and fee title 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, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action 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.

8. **Assignment of Property.** If the Property is sold or otherwise disposed of, Borrower shall promptly pay to Lender any sums secured by this Security Instrument which are not then due. Lender shall have a lien against the Property for the sums secured by this Security Instrument.

9. **Assignment of Property.** If the Property is sold or otherwise disposed of, Borrower shall promptly pay to Lender any sums secured by this Security Instrument which are not then due. Lender shall have a lien against the Property for the sums secured by this Security Instrument.

10. **Assignment of Property.** If the Property is sold or otherwise disposed of, Borrower shall promptly pay to Lender any sums secured by this Security Instrument which are not then due. Lender shall have a lien against the Property for the sums secured by this Security Instrument.