

3789046

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 21, 1989
to The mortgagee is WILLIAM KLGPP, DIVORCED AND NOT REMARRIED AND LAVNA J. ROSENBERGER, DIVORCED AND NOT REMARRIED

("Borrower"). This Security Instrument is given to PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, which is organized and existing under the laws of THE STATE OF IOWA, and whose address is 711 HIGH STREET, DES MOINES, IOWA 50309 ("Lender"). Borrower owes Lender the principal sum of FOUR HUNDRED AND 00/100 Dollars

(U.S. \$ 400.00). 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 MAY 01, 2019. 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 ONE HUNDRED FORTY FIVE (145) IN WARREN S. PETER'S CHICAGO RIDGE SUBDIVISION OF THE NORTH 1/4 (EXCEPT THE SOUTH 220 FEET THEREOF), OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 18, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MARCH 4, 1964, AS DOCUMENT NUMBER 1510011 IN COOK COUNTY, ILLINOIS.

PLN # 24-17-423-001-0000

NOTE IDENTIFIED

3789046

which has the address of 10901 S AUSTIN AVENUE CHICAGO RIDGE
(City)

Illinois 60418 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rent, 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 contains 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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ATTORNEYS TITLE
GLUMANN FUND, INC.
20 S. LA SALLE 6th FLOOR
CHICAGO, ILL. 60603

9406886

APR 21 PM 3:21

RECORDED
INDEXED
CLERK OF RECORDS

Submitted by
Address
Provided

Given until to

Deliver duplicate to

Address

Address

Address

ORIGINAL SENT
TO THE COUNTY CLERK OF COOK COUNTY
ON APRIL 21, 1991

9406886

9406886
Klara A. Rosenberger

My Commission expires: May 13, 1991

Given under my hand and official seal, this 21st day of April, 1991
therein set forth
that they signed and delivered the said instrument as THEIR free and voluntary act for the uses and purposes
ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged
personally known to me to be the said persons (whose names)

do hereby certify that
WILLIAM KLOPP, DIVORCED AND NOT REMARRIED
ROSENBERGER, DIVORCED AND NOT REMARRIED

STATE OF ILLINOIS, COOK County ss: I, J. K. UNDERSTONES, a Notary Public in and for said county and state,

William Klopp
Klara A. Rosenberger

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
 - Condominium Rider
 - 2-4 Family Rider
 - Graduated Payment Rider
 - Planned Unit Development Rider
 - Other(s) (specify):
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, then to the payment of the Property's taxes, premiums on receiver's bonds and reasonable attorney's fees, and then to the same account by the Security Instrument.
21. Release. Upon payment of all sums secured by the Security Instrument, Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay any recording charges.
22. Waiver of Lien. Borrower waives all rights of homestead exemption in the Property.
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If Lender requires 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.

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.

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.

If, 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, by notice by Lender to Borrower that the condemner 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 be deemed to 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 or variation 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 prejudice to 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 the Security Instrument only to mortgage, grant and convey the 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 confirmed 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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1. Payment of interest and principal on the debt evidenced by the Note and any other instrument shall be made by the Borrower on the date of disbursement at the Note rate and shall be payable, with interest, upon demand by the Lender to the Borrower. Any amounts disbursed by Lender under this paragraph shall become additional debt of the Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, the Borrower shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon demand by the Lender to the Borrower.

2. Funds for taxes and insurance. Subject to applicable law and to a written agreement, Lender shall pay to Borrower the day monthly payments on the debt evidenced by the Note and any other instrument and the Borrower shall pay to Lender on the day monthly payments on the debt evidenced by the Note and any other instrument. Lender shall apply the funds to pay the escrow items, unless Lender pays in writing that interest shall be paid on the debt evidenced by the Note and any other instrument. Lender may not change for holding and applying the funds and applicable law permits Lender to make such a change. Borrower and Lender may agree in writing that interest shall be paid on the debt evidenced by the Note and any other instrument. Lender shall pay to Borrower the day monthly payments on the debt evidenced by the Note and any other instrument. Lender shall apply the funds to pay the escrow items, unless Lender pays in writing that interest shall be paid on the debt evidenced by the Note and any other instrument. Lender may not change for holding and applying the funds and applicable law permits Lender to make such a change. Borrower and Lender may agree in writing that interest shall be paid on the debt evidenced by the Note and any other instrument.

3. Application of payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied, first to late charges due under the Note; second, to prepayment charges due under the Note; third, to amount payable under paragraph 2; fourth, to interest due; and last, to principal due. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach to the Property or the Security Instrument, including but not limited to, property taxes, transfer taxes, recording charges, and any other taxes, assessments, charges, fees and impositions attributable to the Property which may attach to the Property or the Security Instrument. Lender may not change for holding and applying the funds and applicable law permits Lender to make such a change. Borrower and Lender may agree in writing that interest shall be paid on the debt evidenced by the Note and any other instrument. Lender shall pay to Borrower the day monthly payments on the debt evidenced by the Note and any other instrument. Lender shall apply the funds to pay the escrow items, unless Lender pays in writing that interest shall be paid on the debt evidenced by the Note and any other instrument. Lender may not change for holding and applying the funds and applicable law permits Lender to make such a change. Borrower and Lender may agree in writing that interest shall be paid on the debt evidenced by the Note and any other instrument.

4. Charges; liens. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach to the Property or the Security Instrument, including but not limited to, property taxes, transfer taxes, recording charges, and any other taxes, assessments, charges, fees and impositions attributable to the Property which may attach to the Property or the Security Instrument. Lender may not change for holding and applying the funds and applicable law permits Lender to make such a change. Borrower and Lender may agree in writing that interest shall be paid on the debt evidenced by the Note and any other instrument. Lender shall pay to Borrower the day monthly payments on the debt evidenced by the Note and any other instrument. Lender shall apply the funds to pay the escrow items, unless Lender pays in writing that interest shall be paid on the debt evidenced by the Note and any other instrument. Lender may not change for holding and applying the funds and applicable law permits Lender to make such a change. Borrower and Lender may agree in writing that interest shall be paid on the debt evidenced by the Note and any other instrument.

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 amount and for the period that Lender requires. The insured shall be the Lender and the policy shall be assigned to the Lender. Lender shall pay the premium for the insurance. Lender shall give prompt notice to the insurance carrier and 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 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 restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened.

6. Preservation and maintenance of Property; Leasehold. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or become unsafe. If the Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires the lease, the leasehold and fee shall not merge unless Lender agrees to the merger in writing. Protection of Lender's Rights in the Property; Borrower's Remedies. If Borrower fails to perform the covenants and agreements contained in the 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 the Security Instrument, including reasonable attorneys' fees and expenses on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph shall become additional debt of the Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, the Borrower shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon demand by the Lender to the Borrower.

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