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(Space Above This Line for Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 3, 1993. The mortgagor is DONALD W. SLATER AND SUSAN M. SLATER, HUSBAND AND WIFE

given to SHELTER MORTGAGE CORPORATION ("Borrower"). This Security Instrument is under the laws of THE STATE OF WISCONSIN, and whose address is 4201 EUCLID AVENUE ROLLING MEADOWS, IL 60008 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED THREE THOUSAND ONE HUNDRED FIFTY AND NO/100

Dollars (U.S. \$ 203,150.00). 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 1, 2023. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 38 IN PLUMWOOD SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1988 AS DOCUMENT 88231526, AMENDED BY CERTIFICATE OF CORRECTION RECORDED AUGUST 24, 1988 AS DOCUMENT 88384597 AND RE-RECORDED SEPTEMBER 19, 1988 AS DOCUMENT 88126628 IN COOK COUNTY, ILLINOIS.

***This mortgage is being re-recorded to amend legal description

COOK COUNTY RECORDER
62329 * -03-027498
141111 111111 111111
00:22:00 7/15/93 02:26 11:42:00
DEPT-01 RECORDING \$41.50

Tax Key No: 07-14-406-003

which has the address of 807 HEATHERSTONE DRIVE, SCHAUMBURG
[Street] [City]
Illinois 60173 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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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Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

restoration or repair to the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 2.

approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards.

5. Hazard or Property 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.

lien or take one or more of the actions set forth above within 10 days of the giving of notice. Borrower shall satisfy the priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating faith the lien by, or defends against enforcement of the lien in, legal proceedings; which in the Lender's opinion operate to agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender. (b) consents in good Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

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

pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain priority over this Security Instrument, and lessened payments or ground rents, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any escrow charges due under the Note; second, to amounts payable under

secured by this Security Instrument. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition in no more than twelve monthly payments, at Lender's sole discretion.

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Borrower for the excess, under in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Liens when due, Lender may so notify Borrower in writing, and in

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess, under in accordance with the requirements of applicable law. If the amount of the Funds held by

secured by this Security Instrument. 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 all sums

Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds or earnings of the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds.

agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an

to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax account, or verifying the Escrow Liens, unless Lender pays Borrower interest on the Funds and applicable law permits Lender

to pay the Escrow Liens. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or reasonable estimates of expenditures or future Escrow Liens or otherwise in accordance with applicable law.

amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an

Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless These liens are called "Escrow Liens." Lender may, at any time, collect and hold Funds in an amount not to exceed the

Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums;

(d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums;

(a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for

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 on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

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

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13. **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.

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 as if no acceleration had 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 paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;

Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be for unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstale, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that in Lender's good faith determination, precludes forfeiture of the Property's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture or to enforce laws or regulations), then Lender may do any and all things necessary to protect the value of the Property and Lender's rights in the Property. Lender's action may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and costs on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amount disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Lender and Borrower agree to other terms of payment, these amounts shall bear interest from the date of disbursement of the Note and shall be payable, with interest, upon notice from Lender to Borrower.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance coverage in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the mortgage insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay all premiums required to maintain mortgage insurance in effect, except provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the abandonment 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the abandonment 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.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or

or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments, 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. 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.

12. 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.

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22. 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.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. 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, 1-4 Family Rider, Graduated Payment Rider, Planned Unit Development Rider, Biweekly Payment Rider, Balloon Rider, Rate Improvement Rider, Second Home 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.

Witnesses:

Witness lines

Signatures of Donald W. Slater and Susan M. Slater, Borrowers

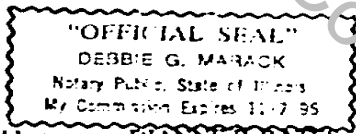
(Space Below This Line for Acknowledgment)

STATE OF ILLINOIS, Cook County ss:

I, [Notary Name], a Notary Public in and for said county and state, do hereby certify DONALD W. SLATER AND SUSAN M. SLATER, HUSBAND AND WIFE personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3RD day of MAY, 1993

My commission expires:



Notary Public

This instrument was prepared by: DIANNE P. BATES

For value received, Shelter Mortgage Corp. of Milwaukee, WI, hereby assigns to Guaranty Bank, S.S.B. of Milwaukee, WI, without recourse the within Mortgage together with the indebtedness therein mentioned.

Witness its hand and seal this 3RD day of MAY, 1993

SHELTER MORTGAGE CORPORATION

By: [Signatures] (SEAL) Its: Assistant Secretary

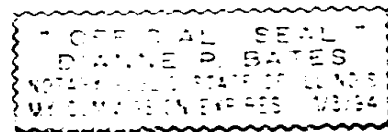
State of Illinois, County of COOK: The foregoing instrument was acknowledged before me this 3RD day of MAY, 1993, by Pamela Rohlwing and Lisa D. Fleck of Shelter Mortgage Corp., a Wisconsin Corporation, on behalf of the corporation.

My commission expires: 1/3/94

Signature of Notary Public Dianne P. Bates

This instrument was prepared by: DIANNE P. BATES

Return to: SHELTER MORTGAGE CORPORATION 4201 EUCLID AVENUE ROLLING MEADOWS, IL 60008



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CONDITIONS AND STIPULATIONS—CONTINUED

A. LIMITATION OF LIABILITY

examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay, or

(ii) To purchase the indebtedness secured by the insured mortgage for the amount owing thereon, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company, upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs (a) or (i), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay, or

(ii) To pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy, and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 2(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of accretion from the land, or cures the claim of unmarketability of title, or otherwise establishes the validity of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any legal matter therefrom, it shall have fully performed its obligation with respect to that matter and shall not be liable for any loss or damage resulting therefrom.

(b) In the event of any litigation, including litigation by the Company, or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for (i) any indebtedness created subsequent to Date of Policy, except for advances made to protect the lien of the insured mortgage and secured thereby, and reasonable amounts expended to prevent deterioration of improvements, or in construction loan advances made subsequent to Date of Policy, except for construction loan advances made subsequent to Date of Policy, for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made to satisfy attorneys' fees and expenses, shall reduce the amount of the insurance payable. However, any payments made prior to the acquisition of the title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary, partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance payable. The amount of insurance may thereafter be increased by advance in interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person of the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company, except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NOT ACCUMULATIVE

If the insured acquires the title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is given in Schedule B or to which the insured has agreed, assumed, or been subject, which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company, unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company, all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the

...in writing on a printed representative of the Company to ... and representative of the Company, the insured shall pay ...

...the insured shall pay to the insured the amount of the ... of the insured shall be the amount of the ...

5. PROOF OF LOSS OR DAMAGE

In addition to and under the policy, the insured shall ... of the insured shall be the amount of the ...

(a) In all cases where this policy permits or requires the insured to ... of the insured shall be the amount of the ...

(b) The insured shall have the right to sue for the ... of the insured shall be the amount of the ...

(c) The insured shall have the right to sue for the ... of the insured shall be the amount of the ...

4. DEFENSE AND PROSECUTION OF ACTIONS, DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options ... of the insured shall be the amount of the ...

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company in writing in the case of ... of the insured shall be the amount of the ...

...the amount of the insured's interest in the insured ... of the insured shall be the amount of the ...

(i) The amount of the insured's interest in the insured ... of the insured shall be the amount of the ...

(ii) The insured shall have the right to sue for the ... of the insured shall be the amount of the ...

2. CONTINUATION OF INSURANCE

(a) In all cases where this policy permits or requires the insured to ... of the insured shall be the amount of the ...

(b) The insured shall have the right to sue for the ... of the insured shall be the amount of the ...

(c) The insured shall have the right to sue for the ... of the insured shall be the amount of the ...

(d) The insured shall have the right to sue for the ... of the insured shall be the amount of the ...

1. DEFINITION OF TERMS

The following terms when used in this policy mean ... of the insured shall be the amount of the ...

03/10/2014

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**Lawyers Title
Insurance Corporation**

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE B

Policy No.: 112-01-759387

File No.: SLATER

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:

NOTE: Unless Schedule B Part III is attached there are no subordinate matters that affect the title to the estate or interest referred to in Schedule A.

NOTE: Permanent Index Number: 07-14-406-003

ALL GENERAL REAL ESTATE TAXES FOR THE YEAR 1991 ARE PAID IN FULL. THE FIRST INSTALLMENT OF 1992 TAXES IN THE AMOUNT OF \$1,829.69 IS PAID IN FULL.

THE SECOND INSTALLMENT OF 1992 TAXES AND SUBSEQUENT YEARS ARE NOT YET DUE AND PAYABLE.

1. MORTGAGE FROM DONALD W. SLATER AND ELSAN M. SLATER TO SHELTER MORTGAGE CORPORATION AND/OR ITS ASSIGNS DATED MAY 3, 1993 AND RECORDED MAY 21, 1993 AS DOCUMENT NUMBER 93387610 TO SECURE A NOTE IN THE AMOUNT OF \$17,000.00.

2. ASSIGNMENT OF SAID MORTGAGE FROM SHELTER MORTGAGE CORPORATION AND/OR ITS ASSIGNS TO GUARANTY BANK S.S.B. OF MILWAUKEE, WI DATED MAY 3, 1993 AND RECORDED MAY 21, 1993 AS DOCUMENT NO. 93387610.

3. PUBLIC UTILITIES EASEMENTS ACCORDING TO SAID PLAT OF SURVEY AFFECTS THE FOLLOWING:

5 FEET NORTHERLY OF LOT 1
10 FEET EASTERLY OF LOT 1
15 FEET WESTERLY OF LOT 1

4. A 30 FOOT BUILDING LINE ACCORDING TO SAID PLAT OF SURVEY AFFECTS THE FOLLOWING: THE WESTERLY OF LOT 1.

030227435

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Lawyers Title
Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

EXHIBIT A

Policy No.: 112-01-759387

File No.: SLATER

LOTS 1 TO 106 BOTH INCLUSIVE IN PLUMWOOD SUBDIVISION, BEING A
SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION
14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1988 AS
DOCUMENT NO. 88231526 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

03027494

UNOFFICIAL COPY

Property of Cook County Clerk's Office

03027495

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Lawyers Title
Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

LAWYERS TITLE INSURANCE CORPORATION

POLICY OF TITLE INSURANCE

Policy No. 112-01-759387

SCHEDULE A

Amount of Insurance: \$220,150.00

Date of Policy: MAY 21, 1993

1. Name of Insured:

SHELTER MORTGAGE CORPORATION AND/OR ITS ASSIGNS

2. The estate or interest in the land described herein and which is encumbered by the insured mortgage in Fee Simple and is at the Date of Policy vested in:

DONALD W. SLATER AND SUSAN M. SLATER

3. Mortgage from DONALD W. SLATER AND SUSAN M. SLATER to SHELTER MORTGAGE CORPORATION AND/OR ITS ASSIGNS dated MAY 3, 1993 and recorded MAY 21, 1993 as Document Number 93387609 to secure a note in the amount of \$203,150.00.

ASSIGNMENT OF SAID MORTGAGE FROM SHELTER MORTGAGE CORPORATION AND/OR ITS ASSIGNS TO GUARANTY BANK S.S.B. OF MILWAUKEE, WI DATED MAY 3, 1993 AND RECORDED MAY 21, 1993 AS DOCUMENT NO. 93387609.

4. The land referred to in this Policy is situated in COOK County, State of Illinois, and is identified as follows:

AS SET FORTH ON ATTACHED EXHIBIT "A"

Countersigned:

Authorized Signature

David W. Belconis, Inverness Title Corp.
4223 Euclid Ave., Rolling Meadows, IL 60008
(708)934-5533

03027439

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Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

ENDORSEMENT

Attached to and made a part of Lawyers Title Insurance Corporation Policy No. 112-01-759387

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

(a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court of the district in which the land is located, except as set forth in Schedule B; or

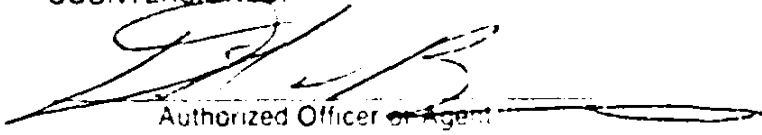
(b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes

This endorsement is made a part of this policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof

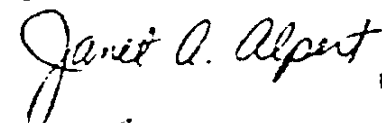
IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed and sealed as of the 15th day of JULY 19 93, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.


Issued at INVERNESS TITLE CORPORATION

COUNTERSIGNED:


Authorized Officer or Agent

Lawyers Title Insurance Corporation

By  President

Attest:  Secretary

RECORDED
INDEXED
03/02/93

UNOFFICIAL COPY

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS RICHMOND, VIRGINIA

CODE NAME

SLATER

ENDORSEMENT

Attached to and made a part of Lawyers Title Insurance Corporation Policy No 112-01-759387

The Company hereby insures the Insured against loss or damage which the Insured shall sustain by reason of.

1. Any inaccuracies in the following assurances.

- (a) That there are no covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be divested or subordinated or its validity, priority or enforceability otherwise impaired.
(b) That, unless otherwise expressly set forth or indicated to the contrary in Schedule B
(1) There are no present violations on said land of any enforceable covenants, conditions or restrictions or plat building lines.
(2) Any instrument referred to in Schedule B as specifically containing "covenants and restrictions" affecting said land does not, in addition, establish an easement thereon or provide for either a lien for liquidated damages, a levy of a private charge or assessment, an option to purchase, or the prior approval of a future purchaser or occupant.
(3) There are no encroachments of existing improvements located on said land onto adjoining land, nor any encroachments onto said land of existing improvements located on adjoining land;
(4) There are no encroachments of existing improvements located on said land onto that portion of said land subject to any easement shown in Schedule B

2. Any future violations on said land of any covenants, conditions or restrictions occurring prior to the acquisition of title to said land by the Insured, provided such violations result in loss of the lien of the mortgage referred to in Schedule A or impair the validity, priority or enforceability of such lien, or result in loss of the title to said estate or interest if the Insured shall acquire title by foreclosure in satisfaction of the indebtedness secured by such mortgage

3. The entry of any court order or judgment which constitutes a final determination and denies the right to maintain any existing improvements on said land because of any violation of any covenants, conditions or restrictions or plat building lines or because of any encroachment thereof over onto adjoining land

Wherever in this endorsement any or all the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or to include the terms, covenants, conditions or limitations contained in any lease or declaration of condominium referred to in Schedule A.

The total liability of the Company under said policy and this endorsement thereto shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay. This endorsement is made a part of said policy and is subject to the Schedules and the Conditions and Stipulations therein, except as modified by the provisions hereof.

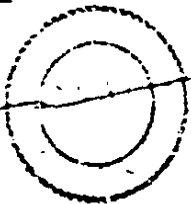
As used in paragraphs 1(b)(1) and 3, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed and sealed as of the 15th day of JULY 19 93, to be valid when countersigned by an Authorized Officer or Agent of the Company, all in accordance with its By-Laws.

Issued at INVERNESS TITLE CORPORATION

COUNTERSIGNED:

[Signature]
Authorized Officer or Agent



Lawyers Title Insurance Corporation

By: Janet A. Alpert
President

Attest: [Signature]
Secretary