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MAIL TO: MFC MORTGAGE CORPORATION
125 MCHENRY ROAD
WHEELING, ILLINOIS 60090
LOAN # 000664920



-85-256473

Space Above This Line For Recording Data:

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER EIGHTEENTH (18th) OF 19...85. The mortgagor is JOE T. WHITE AND SHIRLEY A. WHITE, HIS WIFE ----- ("Borrower"). This Security Instrument is given to MFC MORTGAGE CORPORATION -----, which is organized and existing under the laws of ILLINOIS ----, and whose address is 125 MCHENRY ROAD -----, WHEELING, ILLINOIS 60090 -----. Borrower owes Lender the principal sum of EIGHTY THOUSAND ----- Dollars (\$80,000.00*). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER FIRST 2015 ----. 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 " 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.

PARCEL 1:

UNIT 3B IN LOT 3 IN CLUSTER 26 IN SHADOW BEND PHASE III, A SUBDIVISION OF A TRACT OF LAND BEING A PART OF LOTS 2 AND 5 IN THE RESUBDIVISION OF GEGRE STRONG'S FARM IN SECTION 2 AND THE WEST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A PART OF LOT 1 OF OWNER'S SUBDIVISION OF PART OF THE OLD FILKIN'S FARM IN SECTION 1 AND 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A PART OF LOT 3 OF OWNER'S SUBDIVISION OF SECTIONS 1 AND 2 TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED IN THE REGISTRAR'S OFFICE ON MAY 10, 1973 AS DOCUMENT LR 2690976 AND RECORDED MAY 10, 1973 AS DOCUMENT 22320784, AND AS AMENDED BY AFFIDAVIT OF CORRECTION DATED JUNE 20, 1973 AND FILED IN THE REGISTRAR'S OFFICE ON JUNE 22, 1973 AS DOCUMENT LR 2699913 AND RECORDED JUNE 22, 1973 AS DOCUMENT 22372159, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN DECLARATION FILED JUNE 13, 1975 AS DOCUMENT LR 2813052 AND RECORDED JUNE 13, 1975 AS DOCUMENT 23114271, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX # 03-02-418-045 VOL. 231

which has the address of 292 KINGSWOOD LANE #3B

WHEELING

Illinois 60090
("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for normal use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Is Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Board; 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) co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. These 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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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower. Security instrument executed by Lender under this paragraph, shall become additional debt of Borrower secured by this amount disbursed by Lender under this paragraph.

Lender may take action under this paragraph, fees and interests on the property to make repayment.

Instrument, appearing in court, paying reasonable attorney fees and interests on the property to make repayment.

Lender may sue for whatevver is necessary to protect the value of the Property and Lender does not have to do so.

in the Property, Lender's actions may and pay for whatevver is necessary to protect the value of the Property and Lender does not have to do so.

Lender's rights in the Property (such as a proceeding in bankruptcy, priorities, for condemnation or to enforce law or regulations), then Lender may and pay for whatevver is necessary to protect the value of the Property and Lender does not have to do so.

7. Protection of Lender's Rights in the Property: If Borrower fails to perform the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the change in the Security instrument is on a leasehold and Lender shall not have to do so.

8. Preservation and Release of Property: Lender shall not destroy, damage or substantially

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 19 if the monthly payments received by Lender, Borrower's right to any insurance policies and proceeds resulting

from the due date of the monthly payment received by Lender, and 2 or change the amount of the payments if

Lender and Borrower otherwise agree in writing, and application of proceeds to principal shall not extend or

when notice is given.

the Property or to pay sums secured by this Security instrument, whether or not then due. The Lender will begin

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to recover

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 30 days paid to Borrower if the

cessation of report is not economic feasible or Lender's account be lessened, the insurance proceeds shall be

of the Property damaged, if the reversion or report is economic feasible and Lender's account is not lessened if the

Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to reversion or report

carried over to less premiums and remuneration. In the event of loss made promptly by Borrower

Lender shall have the right to hold the policies and remuneration. If Lender and Borrower shall provide notice to Lender

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

unconditionally withheld.

insurance carrier providing the insurance shall be chosen by Borrower, who ever Lender supports. The

carrier agrees to bind within the term "extended coverage" and any other hazards for which Lender

of the giving of notice

notice indicating the then Borrower shall satisfy the loan of more of the debts of the carriers as forth above within 30 days

the Property is subject to a loan which may claim priority over this Security instrument. Lender may give Borrower a

agreement to Lender's understanding the use in this Security instrument. If Lender determines that any part of

present the extension of the loan of Borrower of the Property, or (c) occurs from the holder of the loan in

favor the Lender by, or extends another extension of the loan in legal proceedings which in the Lender's opinion operates to

Borrower shall pay twice obligations, carried by the Lender in a manner acceptable to Lender, (b) occurs in good

reception distinguishing the payments

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 who paid in full in that manner. Borrower shall promptly furnish to Lender all notices of amounts

Borrower shall pay twice obligations, the number provided in paragraph 2, or if not paid in full manner. Borrower shall

Property which may attain prior to this Security instrument, and deposited payments of ground rents, if any.

4. Charges Lien. Borrower shall pay all taxes, assessments, charges, dues and impositions stipulated to the

principal, and 2 liens in a timely manner, excepted to Lender under

3. Application, Lien, Taxes, etc. Lender, to excess applicable in proportion otherwise, all payments received by Lender under

application as agreed, against the sums secured by this Security instrument.

any funds held by Lender to the sale of the Property or its acquisition by Lender, any funds held by Lender in the name of

Lender held in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower

amount necessary to make up the deficiency in one or more payments received by Lender.

amount of the funds held by Lender, other proceeds received to pay the current items when due. Borrower shall pay to Lender

or Borrower's option, other proceeds required to pay the current items when due; the excess shall be

the due dates of the current items, shall exceed the amount required to pay the current items when due; the excess shall be

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

this Security instrument.

proceeds for which each den in the Funds was made. The Funds are pledged as additional security for the sums secured by

Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the

shall give to Borrower shall be paid on the Funds unless an interest of carriers on the Funds Lender

Lender may agree in writing that interest shall be paid to the Funds until the note is made or applied to the Funds Lender

Lender may not charge for holding and applying the Funds, unless among the factors of reducing the current items

state agency including Lender in an institution the deposits of which are insured by a federal or

The Funds shall be held in an institution the deposits of which are insured by a federal or

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 due under the Note

2. Funds for Taxes and Insurance. Subsequent to application of the Note, until the Note is paid in full, a sum ("Funds") equal to

to Lender on the day monthly payments are due under the Note, and deposited by Lender, Borrower shall pay

one-twelfth of (a) yearly taxes and assessments which may then pending over this Security instrument, (b) yearly

mortgage payments of ground rent in an amount necessary to pay the current items, (c) yearly hazard insurance payments

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ADJUSTABLE RATE
LOAN RIDER

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MFC MORTGAGE CORPORATION

Subsidiary of

First National Bank of Wheeling

125 McHenry Road • Wheeling, IL 60090

NOTICE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this 18th day of OCTOBER, 1985, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MFC MORTGAGE CORPORATION

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 292 KINGSWOOD LANE #3B WHEELING, ILLINOIS 60090.

Property Address

MODIFICATIONS. In addition to the covenants and agreements made in the Security instrument, Borrower and Lender further covenant and agree as follows:

A. Interest Rate and Monthly Payment Changes

The Note has an "Initial interest Rate" of 11.50 %. The Note interest rate may be increased or decreased on the FIRST day of the month beginning on NOVEMBER FIRST, 1995 and on that day of the month every 120 month(s) thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

TEN

(1) * The weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board.

In no event over the full term of the Note will the interest rate be increased — more than 4.0 percentage points (4.0 %) from the initial rate of interest.

Before each Change Date the Note Holder will calculate the new interest rate by adding 2.25 percentage points (2.25 %) to the Current Index. However, the rate of interest that is required to be paid shall never be increased * on any single Change Date by more than 4.0 percentage points (4.0 %) from the rate of interest currently being paid. * or decrease

(2) * Other: _____

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. Loan Changes

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charges 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.

C. Prior Liens

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. Transfer of the Property

If there is a transfer of the Property subject to paragraph 17 of the Security instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

(Seal)

Borrower

*If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

JOB M. WHITE

(Seal)

Borrower

SHIRLEY A. WHITE

-85-256473

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 18th day of OCTOBER, 1985.
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to HTMC MORTGAGE CORPORATION (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
292 KINGSWOOD LANE #3B, KELLOGG, ILLINOIS 60090
Property Address

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

SHADOW BEND

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDONIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common element, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association, or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.


JOE T. WHITE

(Seal)
Borrower


SHIRLEY A. WHITE

(Seal)
Borrower