

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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PREPARED BY: LINDA FINCH  
LYONS MORTGAGE CORP  
17W662 BUTTERFIELD RD

OAKBROOK TERRACE, ILLINOIS 60181

(Space Above This Line For Recording Data)

#095800830

RETURN TO: SECONDARY MARKETING  
LYONS MORTGAGE CORP  
2 CROSSROADS OF COMMERCE  
ROLLING MEADOWS, IL 60008

Box 333 - L (b)

## MORTGAGE

86 THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 12,  
19..... The mortgagor is WILLIAM J. DOYLE AND SHELIA A. DOYLE, HUSBAND AND WIFE,

("Borrower"). This Security Instrument is given to LYONS MORTGAGE CORP, which is organized and existing  
THE STATE OF ILLINOIS, 2 CROSSROADS OF COMMERCE, ROLLING MEADOWS, IL 60008, whose address is  
("Lender").

Borrower owes Lender the principal sum of NINETY FIVE THOUSAND AND 00/100 Dollars (U.S. \$.....95,000.00). 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 OCTOBER 2016. 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 104 in Will Creek, a Planned Unit Development of part of the  
North East  $\frac{1}{4}$  of Section 33, Township 37 North, Range 12 East of the  
Third Principal Meridian, in Cook County, Illinois.\*\*

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which has the address of 12857 SOUTH MILL ROAD,  
(Street) PALOS PARK,  
(City)

Illinois 60464,  
(Zip Code) ("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 seised 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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Notary Public

Given under my hand and official seal, this 24 day of September, 1986.

I, the undersigned, a Notary Public in and for said County and state,  
do hereby certify that WILLIAM J. DOWLE and SHEILA A. DOWLE,  
persons known to me to be the same persons whose names 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  
herein set forth.

STATE OF ILLINOIS, COOK COUNTY ss:

<input checked="" type="checkbox"/> WILLIAM J. DOYLE (Seal)	<input checked="" type="checkbox"/> SHELIAH A. DOYLE (Seal)
Borrower	

BY SIGNING BELOW, BCBG WORLD ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

2-4 Family Rider  
 Condominium Rider  
 Planned Unit Development Rider  
 Graduated Novice Rider  
 Other(s) [Specify]

but not limited to, reasonable attorney fees and costs of trustee expenses;

20. **Losses and Damages.** 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 may judgmentally appointee to enter upon, take possession of and manage the Property and to collect the rents of apposite to the appointment 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 management fees, premiums on bonds and sureties, and then to the sums secured by this Security Instrument.

21. **Release.** Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument without further charge to Borrower.

22. **Waiver.** Borrower shall pay any recording costs.

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UNIFORM COVENANT. Borrower and Lender covenants and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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15. Governing Law; Govervability. This Security Instrument shall be governed by federal, state, and local law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without 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 countermarked copy of the Note and this Security Instrument.

17. Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the Property or this Security Instrument is sold or transferred to a beneficiary (or if a beneficial interest in Borrower is sold or transferred to another 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 law.

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 mainly 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 by Lender if a refund is requested by Borrower. If a refund is not requested as a result of the charge to the permitted limit, and (b) am. sums already collected from Borrower which exceeded permitted limits will be retained by Lender to make this charge to the permitted limit. Note. If a refund is requested by Borrower, it is a refund of reduces principal, the reduction will be treated as a partial prepayment without any change under the Note.

13. **Laws Affecting Lender's Rights.** If enactment of application of applicable laws has the effect of rendering any provision of this Note or this Security instrument unenforceable according to its terms, Lender, at his 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 such steps specified in the second paragraph of this Note as may be necessary to collect the amount due under this Note.

14. **Notices.** Any notice to Borrower provided for in this Security instrument shall be delivered to the party having its address stated herein or any other address Lender designates by notice to Lender or to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower if Lender receives it by first class mail or any other address Borrower designates by notice to Lender. Any notice given by property Address of any other address Borrower designates of another method, The notice shall be given by mailing it to the party having its address mailed to Lender.

11. Successors and Assignees; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security instrument shall bind and enure to the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and severally liable to pay to Creditor all amounts due under this Security instrument and shall be subject to the terms of this Security instrument or the Note without modification, pro rata or otherwise, notwithstanding any accommodations with Creditor, and any other Borrower may agree to pay to Creditor, in whole or in part, the amounts due under this Security instrument, and (c) agrees that Lender and any other Borrower may agree to extend, renew or amend the terms of this Security instrument; (b) is not personally obligated to pay to Creditor, in whole or in part, the amounts due under this Security instrument, and (c) agrees that Lender and any other Borrower may agree to extend, renew or amend the terms of this Security instrument.

10. Unless so secured by this Security Instrument, whether or not such款  
11. Borrower and Borrower otherwise agrees in writing, any application of proceeds to principal shall not exceed or  
12. provide the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.  
13. Borrower Not a Wave. Extension of the time for payment or  
14. modification of any Release; Forbearance By Lender Not a Wave. Extension of the time for payment or  
15. integration of any instrument of security granted by this sum secured by any successor in  
16. merger of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in  
17. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for  
18. payment or otherwise modify this Security Instrument by reason of any demand made  
19. by the original Borrower or Borrower's successors in interest. Any alteration in exercising any right or remedy  
20. shall not be a waiver of previous or future rights or remedies.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower fails to respond to Lender's notice to repair the damage 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

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, the proceeds shall be applied to the market value of the property immediately before the taking. Any balance shall be held in Borrower's account.

If Lender requires mortgagor to make insurance as a condition of making the loan secured by this 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 written agreement or applicable law.

8. Lender may make reasonable charges upon and demand immediate payment of all sums due under this instrument.

9. Condemnation. The proceeds of any award to an inspection specification reasonable cause for the condemnation shall give Borrower notice at the time of prior to an inspection specification reasonable cause for the condemnation.

any condemnation or other taking of any part of the property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.