

UNOFFICIAL COPY # 311 603584

THIS INSTRUMENT WAS PREPARED BY:
KENNETH KORANDA
55TH STREET AND HOLMES
CLARENDON HILLS, IL 60514

86441566

c. a. w.

13 00

(Space Above This Line For Recording Data)

MORTGAGE

SEPTEMBER 4,

86 THIS MORTGAGE ("Security Instrument") is given on KENNETH L. MC VICKERS AND SHARON A. MC VICKERS,
HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to Mid America
Federal Savings and Loan Association, which is organized and existing
under the laws of United States of America, and whose address is 55TH STREET AND HOLMES, CLARENDON HILLS, IL 60514 ("Lender").
Borrower owes Lender the principal sum of TWO HUNDRED FORTY-EIGHT THOUSAND AND NO/100
Dollars (U.S. \$248,000.00....). 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 1, 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:

OVER LOT 115 IN EQUESTRIAN ESTATES, UNIT NO. 8, ACCORDING TO THE PLAT
THEREFORE RECORDED APRIL 8, 1983, AS DOCUMENT NO. 86133498, BEING A
SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP
37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LEMONT
TOWNSHIP, COOK COUNTY, ILLINOIS.

22-25-115-AOS
22-25-100-0-5 P

COOK COUNTY, ILLINOIS
TOWNSHIP, RANGE, SECTION

1500 SEP 29 AM 11:15

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5 CHESTNUT LEMONT
which has the address of (City)
[Street]
60439 (Property Address);
Illinois [Zip Code]

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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WHEN RECORDED RETURN TO:

(Space Below This Line Reserved For Lender and Recorder)

Notary Public

My Commission expires: 7-13-88

Half day off: September 11, 1983

Sect. fourth.

I, MARY ANN GREGORY, DETECTIVE, a Notary Public in and for said County and State,
do hereby certify that KENNETH L. MONTKERS AND SHARON A. MONTKERS, FKA SHARON A. REXNORDS,
husband and wife, personally known to me to be the same person(s) whose name(s) appear
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
signed and delivered the said instrument is . . . THE END . . . free and voluntarily act, for the uses and purposes herein

STATE OF ILLINOIS, County ss:

SHELTON A. MICKERS
—BROWNS
.....(See)

KENNETH L. MCKEEERS
—SEAL)—

BY SIGNING BELOW, BURROW ACCEPTS AND AGREES TO THE TERMS AND GOVERNMENTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND RECEIVED WITH IT.

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

22. Waiver of Homestead. Borrower waives all right of homestead exemption.
23. Right of Retention. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument. [Check "markable box (e)"]
Instrument. The coverments and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check "markable box (e)"]

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents and profits from the same as if he were the owner thereof, and to do all acts which may be necessary to protect his interest in the Property including those set forth in Paragraph 19.

before the date specified in the notice, render at its option may require immediate payment in full of all sums received by this Security Interest without further demand and may recover the expenses incurred in pursuing the remedies provided in this Security Interest in full of all sums received by this Security Interest to collectable attorney's fees and costs of title evidence.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of Any Covenant or Agreement in This Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default in the notice is given to Borrower, by which the default must be cured and by the time specified in the notice is given to Borrower, results in acceleration of the sums secured by this Security Instrument and sale of the property. The notice shall accelerate all obligations of Borrower to pay the principal and interest due on or before the date of acceleration and the expenses of collection, including attorney's fees, and all other amounts due or to become due under this instrument and all other debts, obligations and liabilities of Borrower to Lender. If the default is not cured on or before the date specified in the notice, Lender may sue for the amount due and for damages. If the default is not cured on or before the date specified in the notice, Lender may sue for the amount due and for damages.

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

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UNIFORM COVENANTS, BORROWER AND LENDER VOLUNTARILY 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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If Lennder exercises this option, Lennder 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, Lennder may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Deed, by instrument or a Beneficiary or a Beneficial Interest of a beneficiary, Lender may, at its option, require immediate payment in full of all sums

which can be given effect without the conflicting provisions of this Security Instrument and the Note are declared to be severable.

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 of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Note which do not violate such law.

renders any provision of the Note or this Security Instrument unnecessary and incapable of rendering payment by the debtor shall take effect in full if all sums secured by this Security Instrument and may invoke any remedy at its option.

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 limits; and (b) any sums already collected from Borrower which exceed the permitted limits will be repaid to Borrower, less any sums already collected from Borrower which make this Note partially prepayable without any prepayment charge under the Note. If enacted, if application of applicable laws has the effect of partially prepayable without any prepayment charge under the Note, the result will be treated as a partial prepayment without any prepayment charge under the Note.

shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Agreement shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17, Borrower's covenants shall be joint and several. Any Borrower who co-signs this Security Agreement shall be liable to Lender and Borrower, subject to the successions and assignments of Lender and Borrower, and to the extent of his liability, as a debtor and co-signer, in accordance with the terms of this Security Agreement.

payment of otherwise valid assignments of the sums received by the SecuritY Instrument in respect of debts or claims made by the original Borrower or his successors in interest. Any holder in exercise of such rights may remedy

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.

make an award as set forth in section 3(a) of the Lender's right to require payment of interest on the principal amount of the Note at a rate of interest equal to the rate of interest on the Note plus 1% (one percent) per annum.

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 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 immediately by the amount of the proceeds multiplied by the following fraction: (a) the total amounts of the sums secured by the property divided by the original principal amount.

2. Condemnation or other taking of any property, or for conveyance in lieu of condemnation, are hereby assinged and shall be paid to Lender.

8. Inspection. Lender or his agents may make reasonable inspections upon and inspect the premises or parts thereof at any time during the existence of this Note.

ii. Leverage unique competitive advantages such as a reputation for quality, low prices, or superior customer service.