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86455004

51094552 Date

Unit X

(Space Above This Line For Recording Data)

MORTGAGE

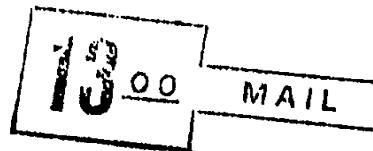
THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 28**, 19...**88**.... The mortgagor is **WAYNE W. DERTZ AND LAURA J. DERTZ, HIS WIFE**, ("Borrower"). This Security Instrument is given to **THE LOMAS & NETTLETON COMPANY**, which is organized and existing under the laws of **NEBRASKA**, and whose address is **P.O. BOX 225844, OMAHA, NEBRASKA 68158**. Borrower owes Lender the principal sum of **FIFTY EIGHT THOUSAND AND 00/100 Dollars (U.S. \$ 58,000.00)**. 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, 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 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 20 IN BLOCK 1 IN O. RUETER AND COMPANY'S BEVERLY HILLS SECOND ADDITION, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

-86455004

DEPT-01 RECORDING \$13.25
1/4/94 TRAN 0106 10/03/86 14:02:00
#2010 # 10 25-45-455004
COOK COUNTY RECORDER

PERMANENT TAX NUMBER 25-13-101-024-0000 MLC



which has the address of **10844 S. OAKLEY AVE**, [Street], **CHICAGO**, [City],
Illinois **60643**, [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 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.

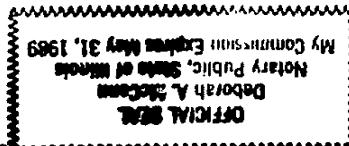
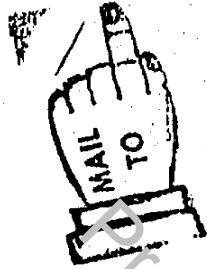
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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DOROTHY M SUDDELL
THE LOMAS & METTELTON COMPANY
5640 W. 111TH STREET
DAK LAWN, ILLINOIS 60463

DRAFTED BY AND WHEN RECORDED RETURN TO:



MY COMMISSION EXPIRES: 5-31-89

SEPTEMBER, 1986 BY WAYNE W. DERTZ AND LAURA J. DERTZ, HIS WIFE.

THE BORROWING INSTRUMENT WAS ACKNOWLEDGED BY ME THIS 22nd DAY OF

86455004

NOTARY PUBLIC

3

STATE OF ILLINOIS, COUNTY OF

LAWRENCE COUNTY, PENNSYLVANIA
LAWRENCE J. DERTZ, HIS WIFE
WAVINE W. DERTZ
—BORROWER
—SCHUL
—SCHUL
—BORROWER
—BORROWER

BY SIGNING BELOW, I AUTHORIZE ACCEPTANCE AND AGREEMENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

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

 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement otherwise, The notice shall detail (a) the action required to accelerate the debt from Borrower, by which default must be proven; (b) the notice given to Borrower prior to acceleration under paragraph 13 and 17 and (d) that failure to cure the debt before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, forceful proceedings and sale of the Property. The notice shall further detail (c) a date, not less than 30 days from the date the notice is given to Borrower, by which default must be proven; and (d) the notice shall detail on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, forceful proceedings and sale of the Property.
 20. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, fees and costs of title insurance.
 21. Lender, upon payment of all sums accrued, by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any acceleration costs.
 22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.
 23. Waiver 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 bind and supplement this 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 part of this Security instrument.
 24. Family Rider.

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UNIFORM COVENANTS, BOILERPLATE AND LENDER ADDENDA (1) 1 4

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 improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount, and for the 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 sensible and Lender's security is not lessened. If the restoration or repair is not economically sensible 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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18. Borrower's Right to Reinstatate. If Borrower meets certain conditions, Borrower shall have the right to have reforecgments of this Security instrument discarded at any time prior to the earlier of: (a) 5 days (or such other period as shall be reasonable under all the circumstances) before payment in full is made on the note; or (b) entry of a judgment for reinstatement before any power of the proceeds pursuant to this Security instrument can be exercised. Borrower shall have the right to reinstate this Security instrument at any time prior to the earlier of: (a) 5 days (or such other period as shall be reasonable under all the circumstances) before payment in full is made on the note; or (b) entry of a judgment for reinstatement before any power of the proceeds pursuant to this Security instrument can be exercised.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed to pay all sums secured by this Security Instrument without further notice of demand on Borrower.

17. Theholder of the Proprietary or a Beneficial Interest in Borrower, if all or any part of the Proprietary or a Beneficial Interest in Borrower is sold or transferred without written consent of the Note Holder and of this Security Instrument, Borrower shall be given one month notice to cure such transfer or to pay off the debt in full. If Borrower fails to do either within the time specified, the Note Holder may exercise all rights and remedies available under law as of the date of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or clause of Note which conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note and the Note will be declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person or by mailing it by first class mail unless applicable law requires service by registered or certified mail. Any notice to Lender shall be given by delivery in person or by mailing it by first class mail unless applicable law requires service by registered or certified mail. Any notice to Borrower or Lender shall be deemed given to Borrower or Lender when given in writing to the address set forth in the signature block below or to such other address as Borrower or Lender may designate by notice to Borrower. Any notice given to Borrower or Lender shall be deemed given to Lender when given in writing to the address set forth in the signature block below or to such other address as Borrower or Lender may designate by notice to Borrower.

parties) prepare any prepayment without charge under the Note.

12. Loan Charges. If the loan secured by law, 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 limits; and (b) any sums already collected from Borrower which exceed the permitted limits will be refunded to Borrower. Lender may do so to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refusal to reduce principal would permit the Note to be refinanced to Borrower, Lender may do so to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

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 2, Borrower's co-signers 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, grants, leases or conveys, or otherwise secures the Note; (b) is not personally obligated to pay sums secured by this Security Instrument; (c) agrees that Lender and any other Borrower may agree to pay sums secured by this Security Instrument in whole or in part, and any other Borrower may make any accommodations with regard to the terms of this Security Instrument or the Note without notice to Borrower, except as provided in the following section.

modification of amounts, alteration of the sums secured by this Security Instrument, or any other modification of the terms and conditions of this instrument, shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or his/her successors in interest. Any forbearance by this Security Instrument for any reason of any demand made by the original Borrower, or his/her successors in interest, to commence payment of the sums secured by this Security Instrument, shall not be a waiver of or preclude the exercise of any right or remedy.

Given, Lemurer is authorized to apply fine proceeds, or its option, either to restoration or repair of the property or to the sums accrued by this security instrument, whether or not then due.

If the property is abandoned by Borrower, or if, after notice fails to respond to Lender within 30 days after the date the notice is made an award or settle a claim for damages, Borrower shall be liable to Lender for the cost of removal of the property.

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 applied to the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be held in escrow.

small five Borrower notice at the time of or prior to an inspection specifically regarding reconnection charges for the inspection.

If Lennder or its agents make reasonable inquiries in good faith, Borrower shall pay the premiums required to make the insurance available to the Lender as a condition of making the loan secured by this Security Instrument.