

86460384  
UNOFFICIAL COPY

Prepared by and Returned to  
Diana Mihalek  
National Home Financing Corporation  
799 Roosevelt Road  
Suite 220 Bldg 3  
Glen Ellyn, Illinois 60137

REC'D 6/14/86

FIRST AMERICAN TITLE INSURANCE COMPANY OF ILLINOIS  
Property  
RECORDED  
6/14/86

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September Twenty Ninth, 1986. The mortgagor is S.C.R.E., R., Scholten and Barbara B., Scholten, Husband and W.I.F.C. ("Borrower"). This Security Instrument is given to National Home Financing Corporation, which is organized and existing under the laws of the State of Illinois, and whose address is 799 Roosevelt, Glen Ellyn, Illinois 60137 ("Lender"). Borrower owes Lender the principal sum of \$6,666.66 One Thousand Six Hundred Sixty Six Dollars (U.S. \$7,100.00). 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 First, 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 32 IN PARKVIEW HEIGHTS SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12, 1978 AS DOCUMENT 24399728, IN COOK COUNTY, ILLINOIS

PERMANENT TAX NUMBER: 07 36 213 008

F.G.

DEPT-01 \$13.25  
T#0002 TRAN 0082 10/07/86 11:02:00  
\$1432 \* B \* 86-460384  
COOK COUNTY RECORDER

which has the address of 911 Debra Lane, Elk Grove Village, Illinois 60007. ("Property Address");  
(Street) (City)  
(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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

13 00

MAIL

Form 3014 12/83  
44713 BAP SYSTEMS AND FORMS  
CHICAGO, IL

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I.LL 141  
Key: Garnishment Expiries April 4, 1990

DUPLICATE FEE, FILING FEES, NOTARY PUBLIC  
Commissioner of Law, County of Illinois  
NOTARY PUBLIC

Given under my hand and official seal, this 29th day of Sept., 1986

HERE  
SEAL  
IMPRESS  
State of Illinois, County of COOK  
Notary Public in and for said County, I, the State Attorney, do hereby certify  
that SCOTT R. SCHOLTEN, Esq., State Attorney, B., SCHOLTEN,  
his wife  
and personally known to me to be the same person whose name(s) are sub-  
scribed to the foregoing instrument, is duly signed and delivered in person,  
and acknowledged that he has signed and delivered the said instrument as  
free and voluntary act, for the uses and purposes set forth.

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security Instrument.

[ ] Other(s) [Specify] \_\_\_\_\_

Graduate Residential Rider     Planned Unit Development Rider  
 Adjustable Rate Rider     condominium Rider     2-4 Family Rider  
 Instruments [Check applicable boxes] \_\_\_\_\_

This Security Instrument, if one or more riders are executed together with  
this Security Instrument, shall be incorporated into this Security Instrument as if the rider(s) were a part of this Security  
Instrument [initials] \_\_\_\_\_

22. Waiver of Homestead. Borrower waives all right of homestead excepted in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.

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 at any time  
prior to the expiration of any period of completion following judicial sale, Lender (in person, by agent or by judge) may  
appointee receive those rents collected or collected to enter upon, take possession of and manage the Property until to paymen-

the Property including those past due rents, inclusive or the receipt of rents, including, but not limited to, collection fees, premiums on  
receiving, bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

costs of management of the Property and collection of rents, inclusive of all sums secured by this Security Instrument,

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into this Security and  
supplemental to this Security Instrument, as if the rider(s) were a part of this Security Instrument and shall amend and  
modify this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security  
Instrument.

24. Right of Cure. Lender shall be entitled to cure the notice to Borrower to accelerate payment of all sums secured by  
this Security Instrument and the right to collect the same from Borrower, notwithstanding the provision of this paragraph 19, including  
but not limited to, reasonable attorney's fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
before the date specified in the notice, Lender or his option may require immediate payment of all sums secured by  
Borrower of a default or any other deficiency after acceleration and the right to assess in the foreclosure proceeding the non-  
injury, Borrower of the right to reinstate after acceleration and the right to accelerate the Property. If the default is not cured on or  
secured by this Security Instrument, foreclosure by judicial proceeding shall further  
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
and unless (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

breach of any covenant or agreement in this Security Instrument prior to acceleration under paragraphs 13 and 17  
unless a publicable law otherwise specifies. The notice shall be specifically (b) the action required to cure the  
acceleration follows:

NON-UNIFORM COVENANTS. Lender shall give notice to Borrower to accelerate following Borrower's  
failure to perform any covenant or agreement in this Security Instrument prior to acceleration as follows:

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## UNIFORM COVENANTS, Borrower and Lender covenant 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 household 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 household 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 owing 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 created 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 Leander exercises his option, Leander shall give Borrower notice of acceleration, and Borrower must pay all sums secured by or due under this Note within 30 days from the date notice is delivered or mailed within which Borrower may invoke any remedy permitted by this Note.

16. **Borrower's Copy.** Borrower shall be given one countersigned copy of this Note and of this instrument;

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any

imperial 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

accrued by this Security instrument, whatever the cause, and Lender may exercise all rights available by law or contract to

**13. Governing Law; Sovereignty**. This Security Instrument shall be governed by the law of the state in which the property is located. In the event that any provision of this Security Instrument or the Note can be given effect without the conflicting provision. To this end the provisions of this Note which conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

14. **Notices.** Any notice to Borrower provided for in this Security will be given or deemed to have been given to Borrower by tender when given in writing to the address set forth in the Security, unless otherwise provided.

13. Legislation after a Rightsholder's Complaint, or the Application of Unjust Enrichment to Remedies, 14. Remedies for Infringement by Immediacy of Rightsholder's Security Interest, 15. Remedies for Infringement by Paragraph 17.

11. Successors and Assignees Round; Joint and Several Liability; Co-Signers. The Government and Agreements of the Security Instruments shall bind 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 shall be liable to the Government and Lender and Borrower, and any other Borrower, under the terms of this Security Instrument, jointly and severally, in accordance with the instrument, and in the manner provided by the instrument, and (c) agrees that Lender and any other Borrower may agree to pay him sums secured by this Security Instrument, and (e) agrees that Lender and any other Borrower may agree to extend, modify, or replace or make any accommodation, with regard to the terms of this Security Instrument or the Note without the consent of the other party.

Unitee, Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 10. Borrower Not Release; Preparation of the sums secured by this Security Instrument of the time for payment or modification of Borrower shall not operate to release the liability of Borrower to any successor in title or interest in the original Borrower's successors in interest. Any obligation by Lender in exercising any right or remedy shall not be a waiver of procedure, the exercise of any right or remedy.

If the property is awarded or set aside a claim for damages, Borrower fails to respond to Lender after within 30 days after the date the notice is given, Lender may, in its sole discretion, sue to collect the amount due.

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 sum secured by this Security instrument shall be applied before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be applied to Borrower.

11. Lender shall pay the Premiums required to maintain the insurance as a condition of insuring the joint security of his and his wife's  
Borrower shall pay the Premiums required to insure the Borrower's wife against death until such time as the requirement for the  
Insurable term in accordance with Borrower's and Lender's written Agreement or applicable law.  
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