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DEPT-01 RECORDING \$13.00
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K3530 # ID 44-136-145-656483
COOK COUNTY RECORDER

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MORTGAGE

652241

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 3 1986. The mortgagor is MARK D. MONTI, BACHMOR AND LORT A. OLSZEWSKI, SPINSTER ("Borrower"). This Security Instrument is given to CAMERON-BROWN COMPANY d/b/a CAMERON-BROWN MORTGAGE COMPANY, which is organized and existing under the laws of North Carolina, and whose address is 4300 Six Forks Road, P.O. Box 18109, Raleigh, North Carolina 27619. Borrower owes Lender the principal sum of ONE HUNDRED THREE THOUSAND FIVE HUNDRED AND NO/100 Dollars (U.S. \$ 103,500.00). 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 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:

LOT 321 IN STAPES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

07-35-204-009

w.s

CENTURY TITLE COMPANY

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which has the address of 1850 HAWK LANE (Street)
Illinois 60007 ("Property Address"); (City)

13 00

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.

86-455548

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CEMEX (SAE) 1991 (H&P)

BOX 334

<p>STATE OF ILLINOIS, COOK COUNTY AS: _____</p> <p>I, , the undersigned, _____ Notary Public in and for said County and State,</p> <p>do hereby certify that MARK D. MONTI/BACHELOR AND LORI A. OLSZEWSKI/SPINSTERS,</p> <p>personally known to me to be the same person(s) whose name(s) are _____</p> <p>described to the foregoing instrument, appeared before me this day in person, and acknowledged that they, _____</p> <p>signed and delivered the said instrument as, "THEIR", free and voluntary act, for the uses and purposes herein</p> <p>set forth.</p> <p>Given under my hand and official seal, this, 3rd day of October, 1986.</p> <p>My Commission expires: 10-5-86</p> <p>PREPARED BY MARY T. KEEANE PALATINE, ILLINOIS 60067</p> <p>RECORDED AND RETURN TO: CAMERON-BROWN COMPANY DBA CAMERON-BROWN MOTORCAGE COMPANY 1540 E. Dundee Road - SUITE 310 PALATINE, ILLINOIS 60067</p>

<p>22. Water or HomeWater, Borrower waives all right of homestead exemption in the Property.</p> <p>23. Right to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-signers and co-owners of each such rider shall be incorporated into and shall have the same rights and obligations as all the other(s) under a part of this Security Instrument. [Check applicable boxes.]</p>	<p><input type="checkbox"/> Adjudicated <i>or</i> -ment Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> 2-4 Family Rider</p> <p><input type="checkbox"/> Grandfathered <i>or</i> -ment Rider <input type="checkbox"/> Planned Unit Development Rider</p> <p><input type="checkbox"/> Other(s) [Specify] _____</p>
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19. Acceleration; Remedies. Lender shall give notice to Borrower following Borrowing, acceleration following notice to Borrower prior to acceleration, unless otherwise provided in this Section 19 or by agreement of the parties hereto.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time during the period so limited to, reasonable attorney fees and costs of like evidence, Lender shall be entitled to collect all expenses incurred in pursuing remedies provided in this Paragraph 19, including

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UNIFORM COVENANT. Borrower and Lender covenant 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 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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DB, Borrower's Right to Reclaim. If Borrower makes certain conditions, Borrower shall have the right to have enforcement of this Security interest in case of acceleration of: (a) 5 days (or such other period as applicable law may specify) for reclamation; or (b) entry of a judgment prior to the earlier of: (i) a final judgment in favor of Plaintiff in any action brought by Plaintiff to enforecement of this Security interest in case of acceleration of: (a) 5 days (or such other period as applicable law may specify) for reclamation; or (b) entry of a judgment prior to the earlier of: (i) a final judgment in favor of Plaintiff in any action brought by Plaintiff to enforce the terms of this Security instrument.

federal law as of the date of this Security Instrument.

10. Borrower's copy.
11. Transferee shall be given one original and one copy of this note and one copy of the promissory note and one copy of the security agreement.

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

13. Interests 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 prior written consent, Lender may, at its option, require immediate payment in full of all amounts secured by this Security Instrument. However, this option shall not be exercised by Lender if exercisable by a creditor of Lender's prior to the date of transfer.

15. **Governing Law; Severability.** This Security Instrument shall be governed by Texas 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 Security Instrument or the Note and the remaining provisions shall remain in full force and effect. To the extent permitted by law, each party shall have the right to sue in any court of competent jurisdiction to interpret this Security Instrument or the Note and to determine the validity, legality and/or enforceability of any provision of this Security Instrument or the Note.

14. Notices. Any notice to Borrower provided for in this Security Agreement shall be given by delivery in or by mail to the address set forth above or by electronic communication as provided in this Paragraph.

endangering any provision of the Rule of the Rule of the Security Instruments unless it occurs after all the instruments have been executed by the parties. Under such circumstances, the party who has signed the instrument may require immediate payment in full or all sums secured by this instrument and may invoke any remedy available under its option. Under such circumstances, the party who has signed the instrument may require immediate payment in full or all sums secured by this instrument and may invoke any remedy available under its option.

12. **Loan Charges.** And finally, loans received by us, security instruments is subjected to a law which sets maximum loan charges, and interpreting it, we interpret it so that the other party can collect it in case of non-payment of principal or interest of the loan.

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 shall be joint and several. Any Borrower who co-signs this Security Instrument shall agree to the same and acknowledge that he has read and understood the same.

Lenders shall not be entitled to commence proceedings against any successor in interest to the security or any other person in respect of any debt or charge created or renewed for the same time or any longer period than the original debt or charge, unless such person has been given notice of the debt or charge and has failed to pay the debt or charge within a reasonable time after receiving such notice.

to the sums set aside by this Security Instrument, whether or not timely.

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

10. **Borrower Not Released.** Forbearance By Lender. Extension of the time for payment of principal or acceleration of the sum secured by this Security Instrument granted by Lender to any successor in title of Borrower shall not operate to release the liability of the original Borrower or Borrowers in respect of the sums secured by this Security Instrument granted by Lender to any successor in title of Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the good faith offer to pay 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 applied to the taking before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be applied to the taking.

B. Inspection. Lender or its Agent may make reasonable entries upon and inspect any part of the Premises at any time during the term of this Note and at any time after maturity of this Note, for the purpose of ascertaining the condition of the Premises and the performance of the terms of this Note, and for any other purpose. Lender or its Agent shall have the right to require Borrower to pay all expenses of inspection and investigation, including attorney's fees, incurred by Lender in connection therewith.

If Lender required marginage insurance as a condition of making the loan secured by this Security Instrument, Borrower agrees to maintain the insurance in effect until such time as the requirements for the premium are paid.