51110057

## **UNOFFICIAL COPY**

THIS DOCUMENT PREPARED BY: GILLDORN MORTGAGE MIDWEST CORPORATION 1501 MOODFIELD ROAD SCHAUMBURG, ILLINOIS 60173-4982 LINNIE TIMM/RESIDENTIAL LENDING

86492867

[Space Above This Line For Recording Oats] -

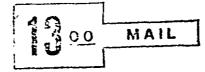
## **MORTGAGE**

THIS MODE CAGE ("Security Instrument") is one	n on OCTOBER 15.
THIS MORTGAGE ("Security Instrument") is give	ROCKIN HIS WIFE
("Borrower"	"). This Security Instrument is given to
under the laws of T.S. STATE OF DELAMARE	and whose address is 1501 WOODFIELD ROAD 4N.
SCHAUPBURG, 1L 60173-4982	CANTON NOT PARTING ("Lender").
SCHADBURG. IL 60173-4982  Borrower owes Lender are principal sum of Dollars (U.S. \$	
dated the same date as this Security Instrument ("Note"), wh paid earlier, due and payable on	nich provides for monthly payments, with the full debt, if not 2016 This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced modifications; (b) the payment of the sums, with interest	by the Note, with interest, and all renewals, extensions and t, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's c	ovenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower de la reby mortgage,	grant and convey to Lender the following described property
located in	

LOT 290 IN TIMBERCREST MOODS UNIT NO. 5 BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21 AND THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL INOIS.

PI# 07-22-310-001

DET - 91 RECORDING T#4144 TRAN 0375 10/22/86 14:48:00 #7812 # D #-86-492867 COOK CJUNTY RECORDER



which has the address of	316 EVERGREEN COURT	SCHAUMBURG
60193	(Street) ("Property	(Cry)
IZin Coc		7,00,003 7,

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—Socie Farry—FNMA/FHLMC UNIFORM INSTRUMENT ROMT

LOAN NUMBER: ROCHON

UNOFFICIAL COPY
NON-UNIFORM COVENANTS BOTTOWER and Lender Further Covenant and agree as follow

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's 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 on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclesure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 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 the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees; premiums on

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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 recordation costs.

22. Walker of Homestead. Borrower waives all right of homestead exemption in the Property.

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 and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check analyzable box(es)]

Instrument. [Check applicable box(es)]	ins of this security matterness as a the	indicas, more a part of time ordering
Adjustable Ra e Rider	Condominium Rider	2-4 Family Rider
Graduated Paymen' Plider	Planned Unit Development Rid	er
Other(s) [specify]		
	x	
BY SIGNING BELOW, Borrowell Instrument and in any rider(s) executed b	accepts and agrees to the terms and	covenants contained in this Security
Instrument and in any rider(s) executed t	The state of the s	· ()
	Cycle	re lockon (Seal)
	E. VICTOR ROCHON	Borrower
	Ta Varia	M. Rochon (Seal)
	REGINA/N. ROCHON	
	[Space Below This Lin / Fir Acknowledgment] —	
	*Ox.	
	C/	

State of Illinois. DuPay	County ee:	T	
1. the undersymed.	a Notary P	ublic in and for	eid county and state,
do hereby certify that L. Victor.	Packon and	d. Regine	- M.
Richard, his wife personally know			
scribed to the foregoing instrument, appeared	d before me this day in pers	on, and acknowl	edged that . + he y
signed and delivered the said instrument as .			
therein set forth.	A 61		
Given under my hand and official seal, thi	is October 15	19.6	6
My Commission expires:	M. La	ura More	wood
	The same of the sa	Notary Public 🕟	term to the

M. Leora Narwood

Notary Public, State of Ullinois
My Commission Expires 5/1/90

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

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 Finds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary on 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 proof 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 Falments. 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.

this Security Instrument.

Borrower shall promptly discharge any lie is which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation sectived by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of so 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, Porrower 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 Borrowe.

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 proceed, to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-dry period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal snall 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 10 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.

## JNOFFICIAL

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by applicable law may specify for reinstatement) before sale where the property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing finis Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may ensured in sale the tien in the Property and Borrower's negligible in the Property and Borrower's objustion to may the sums secure that the ben of this Security Instrument, Lender's rights in the Property and Borrower's objustion to may the sums secure by this Security Instrument, and in the Property and Borrower's rights in the property are designed and the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's rights in the property and sortower's rights in the property and sortower the sum of the sums secure that the sums of the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's rights in the property and security by the sums secured by the sums secured by the sums secured by the sums of the sum of the sums of the sums of the sums of the sum of the sums of the sum enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument. secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

Note are declared to be severable.

10. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Sciurity Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any 17. Transfer of the Property or a Beneficial Interest in Borrower is sold or transferred and Borrower is not a natural interest.

which can be given effect without the conflicting provision. To this end the provisions of this Securiff Instrument and the

15. Coveraing Law; Severability. This Security Instrument shall be governed by ic. serv. law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Securit. Instrument or the Note in this paragraph. provided for in this Security Instrument shall be deemed to have been given to Borrowe, or Lender when given as provided

first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by Arst class mail unless applicable law requires use of another method. The notice shall be directed to the 14. Motices. Any notice to Borrower provided for in this Security In a manner shall be given by delivering it or by

Variagraph 17 rendering any provision of the Note or this Security Instrument unentwee able according to its terms. Lender, at its 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 the steps specified in the second paragraph of

partial prepayment without say prepayment charge under the Nor expiration of applicable taws has the effect of

permitted limits will be refunded to Borrower. Lender nay choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; and (6) any sums already collected from Borrower which exceeded connection with the loan exceed the permitted limits (h)n: (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in 12. Loan Charges. If the loan secured Ly th's Security Instrument is subject to a law which sets maximum loan

that Borrower's consent. modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument: and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Propert (unlet the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but, does not execute the Jone, (a) is co-signing this Security Instrument only to mortgage, grant and convey of paragraph 17. Borrower's coveracing and agreements shall be joint and several. Any Borrower who co-signs this Security

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

11. Successors and Ass. any Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall but, sout benefit the successors and assigns of Lender and Borrower, subject to the provisions.

by the original Borrower of Lerrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrowe "in not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for modification of an ortization of the sums secured by this Security Instrument granted by Lender to any successor in 10. Because Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

postbone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments. Uni 35 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums secured by this Security Instrument, whether or not then due. given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to paid to Borrower. the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, Any balance shall be before the taking, Any balance shall be

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 by

assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Impection: Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,