

AFTER RECORDING RETURN TO
STANDARD FEDERAL S & L ASSN
481 N. FREDERICK AVENUE
GAIITHERSBURG, MD 20877

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This instrument was prepared by:
0 6 5 0 6 STANDARD FEDERAL S & L ASSN

86506781

[Space Above This Line For Recording Data]

MORTGAGE

19. 86 THIS MORTGAGE ("Security Instrument") is given on October 22,
The mortgagor is Paul J. Henkels, Lori L. Henkels, husband and wife,

Standard Federal Savings and Loan Association ("Borrower"). This Security Instrument is given to
under the laws of the United States and whose address is ("Lender").
481 N. Frederick Avenue, Gaithersburg, MD 20878
Borrower owes Lender the principal sum of Seventy Two Thousand and no/100
Dollars (U.S. \$ 72000.00). 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 14 in Block 10 in Dunhurst subdivision Unit 4,
Part of the East 1/2 of the Northwest 1/4 of Section
10, Township 42 North, Range 11, East of The Third
Principal Meridian and also part of the Southwest
1/4 of Section 3, Township 42 North, Range 11, East
Of The Third Principal Meridian according to the
plat thereof recorded April 24, 1956 as Document
16559719, in Cook County, Illinois.

03-10-104-005

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ISSUED
12/29/81

which has the address of 935 North Norman Lane,
[Street] Wheeling,
Illinois 60090 ("Property Address"); [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 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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-86-506781

Case No.: A05-265398

DEPT-91 RECORDING # 513-00
T#62323 TRAIN T428 1A/29/86 12:36:00
#3214 # A * -B6-506781
COOK COUNTY RECORDER

County:	State of Illinois
City:	Urbana
Address:	1100 Lincoln Avenue
Telephone Number:	217-333-1111
Signature:	<i>[Handwritten signature]</i>
I, [Name], do hereby certify that [Signature] is a Notary Public in and for [County], State of Illinois.	
This day of [Month], Year [Year]	
Subscribed to and sworn to before me this day in [Month], Year [Year].	
I, [Name], Notary Public in and for [County], State of Illinois, do hereby certify that [Signature] is a Notary Public in and for [County], State of Illinois.	
Given under my hand and official seal, this [Day] day of [Month], Year [Year].	
Chesire, set forth,	
Free and voluntary act, for the uses and purposes	
herein set forth.	
Given under my hand and official seal, this [Day] day of [Month], Year [Year].	
Chesire, set forth,	
Free and voluntary act, for the uses and purposes	
herein set forth.	

Paul J. Henkels Borrower (Seal)
Loretta L. Henkels Borrower (Seal)

BY SIGNING BELOW, BOTTWER, ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BOTTWER AND RECORDED WITHIN

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

22. Waiver of Homestead, Borrower waives all right of homestead exception in the Property.
23. Right 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 each such rider as if the rider(s) were a part of this Security Instrument. Checks enclosed in boxes (e.g.)

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the completion of any period to entitle the Lender to judgment in the amount of the unpaid principal and interest, the Lender 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 fees, premiums on receivables, bonds and reasonable attorney's 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 recording costs.

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 as applicable law provides otherwise). The notice shall specify: (a) the date the action required to cure is due; (b) the date the notice is given to Borrower; (c) the date the notice is given to Seller if the notice is given to Borrower; and (d) the date to cure the notice is given to Seller if the notice is given to Borrower. The notice shall be given to Seller at least thirty days before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument without further demand and may foreclose immediately payment in full of all sums secured by this Security Instrument by judgment or otherwise in accordance with the laws of the state in which the property is located. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including

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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 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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18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have no recourse against this Security Instrument if it is determined at any time prior to the earlier of: (a) 5 days (or such other period as applicable by law may specify for remonstrance) before notice of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment confirming this Security Instrument. Those conditions are set forth below:

- (a) pays all sums which he or she would be due under this Security Instrument and the Note had no acceleration accrued; (b) causes any default of any other co-owners or agreeable occupants; (c) pays all expenses incurred in collecting this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as lender may require to pay the sums secured by this Security Instrument that the lien of this Security shall continue unchanged.

Borrower, this Security Instrument shall not apply in the case of acceleration as if no acceleration had occurred, unless Security shall hereby remain fully effective as if no acceleration paragraph 17.

If Lender exercises his/her option to exercise is prohibited by law as of the date of this security instrument, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date of this notice to pay the sums due and owing to Lender under this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by law without further notice or demand on Borrower.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred or assigned (or if a beneficial interest in Borrower is sold or transferred or assigned 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 secured by this Security Instrument. However, this option shall not be exercised unless Borrower has failed to make any payment when due under this Agreement.

15. Governing Law: This Security Instrument shall be governed by Florida law and the law of the jurisdiction in which Property is located. In the event that any provision or clause of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note. Note can be affected without the consent of the Noteholder if it violates the Note.

16. Recourse: Recourse shall be given in accordance with the Note and the instrument and the Note are declared to be severable.

14. Notices. Any notice to Barrower shall be given by delivery in or by mailing to by first class mail unless applicable law requires otherwise. Such notices, shall be given by delivery in or by first class mail to Barrower provided for in this Security Instrument, shall be deemed to have been given to Barrower when given as provided in this paragraph.

13. **Legislative Action After the Note or Recital**. If an amendment or application of applicable laws has the effect of rendering any provision of the Note or Recital ineffective according to its terms, Lender, at his 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 paragraph 17.

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 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 limit; and (b) sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund is made, the reduction will be treated as a partial repayment without any prepayment charges. The Note will be treated as a partial repayment of the Note.

11. Successors and Assignees Rights; Joint and Several Liability; Co-Signers. The conventions and agreements of this Security Instrument shall benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements of this Security Instrument shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey the sums secured by this Proprietary Instrument; (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

postpone liquidation of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.
10. **Forfeiture of Note-Release:** Forbearance by Lender Note a Waiver. Extension of the time for payment of modified installation of Borrower's Note shall not be release the liability of the original Borrower or Borrower's successors in interest of Borrower's Note, nor shall it operate to release the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's Note, nor shall it affect the rights of Lender in any other respect.

11. In the event of a claim for damages, the injured party or his/her attorney may file a complaint in the appropriate court. The injured party or his/her attorney may file a complaint in the appropriate court. The injured party or his/her attorney may file a complaint in the appropriate court.

before the training, divided by (d) the total market value of the property immediately before the ranking. Any difference shall be paid to Borrelli.

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, instruments shall be applied to the sums secured by this Security instrument, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately preceding the taking, plus the amount of the principal balance of the Note at the time of the taking.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.