

2nd call

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 NOV -3 PM 12:35

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X
7-17-86
PREPARED BY:
LYONS MORTGAGE CORP
440 EAST OGDEN AVENUE
HINSDALE ILLINOIS 60521

(Space Above This Line For Recording Data)

RETURN TO:
LYONS MORTGAGE CORP
2 CROSSROADS OF COMMERCE
ROLLING MEADOWS, IL 60008

#095870273
#0000207555

MORTGAGE

13 00

THIS MORTGAGE ("Security Instrument") is given on **October 24**,
1986. The mortgagor is **ROBERT P. ALEXANDER AND CAROLYN M. ALEXANDER, HUSBAND AND WIFE**
("Borrower"). This Security Instrument is given to
LYONS MORTGAGE CORP., which is organized and existing
under the laws of THE STATE OF ILLINOIS,
2 CROSSROADS OF COMMERCE, ROLLING MEADOWS, IL 60008, whose address is
Borrower owes Lender the principal sum of **NINETY EIGHT THOUSAND SIX HUNDRED AND 00/100** ("Lender")
Dollars (U.S. \$ **98,600.00**). 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 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 19 IN BLOCK 3 IN VICTORIA CROSSING, BEING A SUBDIVISION OF THE NORTH EAST 1/4
OF THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 41, NORTH RANGE 10 AND THE NORTH 1/2 OF
THE SOUTH WEST 1/4 (EXCEPT THE EAST .80 ACRES THEREOF) OF SECTION 16, TOWNSHIP 41
NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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07-17-401-101-0000

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which has the address of **640 WAINSFORD DRIVE**,
(Street) **HOFFMAN ESTATES**,
(City)

Illinois **60196**,
(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 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.

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Notary Public
Cook County, Illinois

STATE OF ILLINOIS, COOK, County seat:
I, the undersigned,
of said County and State, do hereby certify that ROBERT P.
ALBERNANDER, and CAROLEYN N. ALBERNANDER, wife of the above named,
PERSONALLY known to me to be the same person (s) whose name(s)
subscribed to the foregoing instrument, appeared
before me this day in person, and acknowledged that they
signed and delivered the said instrument as their true and
voluntary act, for the uses and purposes thereto set forth.
Given under my hand and official seal, this .26th .1986.

Day of Month 1986.

My Commission expires: 1-11-89

<p>19. Acceleration: Remedies. Lender shall have 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 action required to cure the default; (b) the date the default occurs; (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 or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, forfeiture by judicial proceeding and sale of the property. The notice shall further inform Borrower of its right to accelerate after acceleration by judicial proceeding and the right to accrue interest to the date acceleration proceeds in accordance with the terms of the note.</p> <p>20. Lender in Possession. Upon acceleration under paragraph 19 or at any time prior to the expiration of any period of redemption of any instrument held by Lender, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.</p> <p>21. Release. Upon payment of all sums accrued by this Security Instrument, receipt of the proceeds of any instrument held by Lender, and return to Lender of all sums received by Lender as a result of the collection of the property held by Lender, but not limited to, payment to Lender of reasonable attorney's fees, premium on receiver's bonds and reasonable attorney's fees, and return to the sums received by this Security Instrument.</p> <p>22. Waiver of Homestead. Borrower shall pay any recording costs.</p> <p>23. Right to Security Interest. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the components and agreements of this Security Interest shall be incorporated into and shall amend and supplement the components and agreements of each such rider shall be incorporated into and shall amend and supplement the components and agreements of this Security Interest as if the rider(s) were a part of this Security Interest.</p>	<p>NON-UNIFORM COVENANTS, Borrower and Lender shall agree as follows:</p> <p>19. Acceleration: Remedies. Lender shall have 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 action required to cure the default; (b) the date the default occurs; (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 or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, forfeiture by judicial proceeding and sale of the property. The notice shall further inform Borrower of its right to accelerate after acceleration by judicial proceeding and the right to accrue interest to the date acceleration proceeds in accordance with the terms of the note.</p> <p>20. Lender in Possession. Upon acceleration under paragraph 19 or at any time prior to the expiration of any period of redemption of any instrument held by Lender, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.</p> <p>21. Release. Upon payment of all sums accrued by this Security Instrument, receipt of the proceeds of any instrument held by Lender, and return to Lender of all sums received by Lender as a result of the collection of the property held by Lender, but not limited to, payment to Lender of reasonable attorney's fees, premium on receiver's bonds and reasonable attorney's fees, and return to the sums received by this Security Instrument.</p> <p>22. Waiver of Homestead. Borrower shall pay any recording costs.</p> <p>23. Right to Security Interest. If one or more riders are executed by Borrower and recorded together with this Security Interest, the components and agreements of this Security Interest shall be incorporated into and shall amend and supplement the components and agreements of each such rider shall be incorporated into and shall amend and supplement the components and agreements of this Security Interest as if the rider(s) were a part of this Security Interest.</p>
<input type="checkbox"/> Adjudicative Article Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> 2-A Family Rider <input type="checkbox"/> Graduated Payment Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Other(s) [Specify] _____	

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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 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 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 Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have reinstated this instrument if reconditioned at any time prior to the earlier of: (ii) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale of this instrument; or (b) entry of a judgment entitling this Security Instrument and the Note had no acceleration of this instrument; or (c) entry of a judgment entitling this Security Instrument and the Note had no acceleration of this instrument before sale of the Property pursuant to any power of sale contained in this instrument.

[[Lenders may exercise their option, the date of which Borrower shall give notice of acceleration; or the notice period of not less than 30 days from the date the default occurs, the date of which Borrower must pay all sums accrued by such Securitization instrument.]]

[[Security interest in all property held by the Borrower prior to the expiration of this period, Lender may invoke any remedies permitted by this Section without further notice or demand of Borrower.

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

17. Transfer of the Property. Borrower shall be given one copy of the Note and of this instrument if it is sold or transferred in Borrower's name.

18. Security Interest. However, this option shall not be exercised by Lender if exercise is prohibited by law or by the terms of this instrument.

15. Governing Law; Severability This security instrument shall be governed by the laws of the State of New York and all instruments made or entered into in accordance with the laws of the State of New York.

14. Notee, Any notice to borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address of any other address borrower designates by notice to Lender. Any notice to Lender shall be directed to Lender's address stated herein or to any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower when given as provided in this paragraph.

13. Legislative Affirmation of Landlord's Rights. If enacting any provision of the Note or this Security Instrument according to its terms, Landlord reserves the right to apply the laws that affect the enforcement of applicable laws.

12. **Loan Charges.** If the loan secured by the Security instrument is subject to a law which sets maximum loan charges, and that law is hardly interpreted so that the interest or other loan charges collected or to be collected in installments will exceed the permitted limit, then (a) any such loan charge shall be reduced to the permitted limit, and (b) any sums already collected from borrower which exceeded the permitted limit will be returned to borrower. Under no circumstances will the charge to the loan exceed the permitted limit, and (c) any sums already collected from borrower which exceeds the permitted limit will be returned to borrower.

11. Security Instruments shall bind the successors and assigns of Lender and Borrower, subject to the provisions of this Agreement, and Article Thirteen; and severally, the covenants and agreements of Lender and Borrower, subject to the provisions of this Agreement, and Article Thirteen.

¹ It is important to note that a number of other studies have found similar results in Germany, Sweden, and the United States.

Under the conditions set forth in this section, any application of proceeds to principal shall not extend or shorten the date of the monthly payments referred to in paragraph 1 and 2 of each amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the demand notice is made an award of a claim for damages, Borrower fails to respond to Lender's notice to Borrower within 30 days after the date the notice is given, Lender is entitled to collect and apply the proceeds, either to restoration or repayment of the Property or otherwise as Lender sees fit, whether or not Lender has been successful in its suit.

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued 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, the amount of the proceeds multiplied by the fair market value of the Property immediately before the taking, less the amount of the proceeds received by this Security instrument shall be reduced by the amount of the proceeds received by this Security instrument as a result of the taking, and Lender and Borrower shall otherwise agree in writing. The sum so received by this Security instrument shall be reduced by the amount of the proceeds multiplied by the fair market value of the Property immediately before the taking, less the amount of the proceeds received by this Security instrument as a result of the taking.

In Lender's shall pay the premiums required to maintain the insurance in effect until such time as the requirements of applicable law are satisfied.