

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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## MORTGAGE

385340-1

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 27  
19 86 The mortgagor is STUART D. REIF AND KAREN REIF, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to CENTURION FINANCIAL GROUP, INC. which is organized and existing under the laws of THE STATE OF ILLINOIS 104 WILMOT - SUITE 200 DEERFIELD, ILLINOIS 60015 Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND AND NO/100---

Dollars (U.S. \$ 100,000.00). 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, 2001. 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 556 IN NORTHGATE UNIT 5, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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03-16-102-039

which has the address of 1517 EAST SUFFIELD ARLINGTON HEIGHTS  
(Street) (City)  
Illinois 60004 ("Property Address");  
(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.

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ILLINOIS 200  
ILLINOIS GROUP, INC.

RECEIVED AND RETURNED TO:

WITNESS, IL 60015

RECORDED BY:

(09/27/78)

My Commissioner signature:

Chancery under my hand and official seal, this

day of October, 1986

Notary Public

July 1986

day of October

dated and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein

described to the foregoing instrument, appeared before me this day in person, and acknowledged that they

, personally known to me to be the same person(s) whose name(s) are

hereby set forth, are **RETE AND GAREN REIT, HUSBAND AND WIFE**

, a Notary Public in and to said county and state,

County ss:

Cook

STATE OF ILLINOIS,

I, **RETE AND GAREN REIT**

[Space Below This Line For Acknowledgment]

Borrower  
(Seal)

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

Instrument and acknowledge it was executed by Borrower and recorded with it.

□ **Offices (Primary)**

□ **2-4 Family Rider**      □ **Condominium Rider**      □ **Apartment Rider**      □ **Mobile Home Rider**

Indicates that 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 this Security Instrument. If no other rider is recorded, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

Instrument. All rents and payments of all sums secured by this Security Instrument shall be applied first to payment of the rents of the property and thereafter to payment of all other expenses of the property, fees, and then to the sums secured by this Security

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NON-UNIFORM COVENANTS. Lender shall give notice to Borrower prior to acceleration following Borrower's

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, 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.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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

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 such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall 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 payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of 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 and agreements 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 that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**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) any fees 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 reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable 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 paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering 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 or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or 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 or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal 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 Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**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 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 secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any 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 enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this 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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Any amounts distributed by Lender under this paragraph 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 rate which shall be payable, with interest, upon notice from Lender to Borrower.

Instrument, appearing in court, paying reasonable attorney's fees and compelling the Property to make repairs. Although

complaints and disagreements contained in this Security Instrument, or where it is a legal proceeding that may significantly affect the Lender's rights in the Property and pay for water damage to the Lender's property if necessary to protect the value of the Property and Lender's rights in the Property, then Lender may do and pay for whatever is necessary to repair or replace the damaged property, and sue sums secured by a lien which has priority over this Security Interest in the Property. Lender's actions may include paying any sums necessary to repair or replace the damaged property, and sue sums secured by a lien which has priority over this Security Interest in the Property.

Borrower shall not merge with any other corporation or entity or sell all or substantially all of its assets, unless prior written consent is obtained from Lender.

6. **Protection 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 leasehold and leased to others, Borrower shall not interfere with the lessees' right to quiet enjoyment of the Property.

These details are to be provided prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security interest.

Unlikely Leander and Boltzweier 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

Jointowner absconds the Property, or does not answer within 30 days a notice from Lender that the insurance has failed 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 first period will begin

of the property damaged, if the restoration of the property is economically feasible or lessens its 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.

all receipts of paid premiums and received notices. In the event of loss, Borrower shall give prompt notice to the insurance carriers and Lender. Lender may make prompt offset of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

regulates measures. The insurance shall be maintained in the same sum 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

3. **Hazardous Waste**. Borrower shall keep the majority of chemicals now existing or hereafter received on the Property handled separate by the hazards included within the term "extreme coverage", and any other hazards for which Lender

The *agreement* is subject to the laws of the Federal Republic of Germany and the laws of the State of North Rhine-Westphalia. The place of jurisdiction for all disputes arising from or in connection with this *agreement* is the court of law at Düsseldorf. The parties have agreed to submit to the jurisdiction of the court of law at Düsseldorf.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

to be paid under this paragraph. If Bonitower makes these payments directly, Bonitower shall promptly furnish to Lender receipts evidencing the payments.

payments, to amounts payable under Paragraph 2; second, to charges, fines and impositions attributable to the  
activities and last, to all taxes, assessments, charges, fines and impositions payable by the Government of  
Canada.

application as a credit against the sums secured by this Security Instrument.

Upon [REDACTED] month in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender for acquisition of property to be used as security for the Promises to pay hereunder at any time of

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.

If the amount of the monthly payments of Funds held by Landcr, together with the future monthly payments of Funds held by Landcr, togeather, exceed the amount required to pay the escrow terms when due, the excess shall be

the security instruments.

Lender pays Borrower interest on the Funds and applies it to make such a charge. Borrower and Lender shall be paid interest on the Funds and permits Lender to make such a charge. Borrower interest is to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. 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 and Borrower 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.

The Funds shall be held in an institution the depositors of accounts of which are insured by the Federal Deposit Insurance Corporation under its insurance plan.

bases of current data and reasonable estimates of future escrow items. "Escrow items" mean (a) funds payable to trustee or escrow agent for the payment of taxes, insurance premiums, or any other amounts required to be paid by the Lender under the Promissory Note, and (b) funds payable to trustee or escrow agent for the payment of amounts due on the notes or other obligations of the Borrower.

to Lender on the day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender's unpaid principal balance of the Note plus interest thereon at the rate of five percent (5%) per annum, plus one-twelfth (1/12) of (a) monthly taxes and assessments which may attach to the premises or leased realty held by Lender, (b) monthly premiums for liability insurance held by Lender, (c) monthly premiums for fire and extended coverage held by Lender, and (d) monthly premiums for title insurance held by Lender.

the principal of and interest on the debt denominated by the Note and any prepayment fees and late charges under the Note.

**INFORM COVENANTS.** Borrower and Lender covenant and agree as follows: