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MORTGAGE

1986 THIS MORTGAGE ("Security Instrument") is given on OCTOBER 24
The mortgagor is RAYMOND J. LUCKEY, DIVORCED AND NOT SINCE REMARRIED

(“Borrower”). This Security Instrument is given to EMPIRE OF AMERICA REALTY CREDIT CORP.

* * * * * Dollars (U.S. \$ 35,000.00). 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 01, 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:

SEE ATTACHED LEGAL DESCRIPTION

DEPT-01 RECORDING \$15.00
TM1111 TRAN 0289 11/10/86 14:56:00
#0563 # C -86-530808
COOK COUNTY RECORDER

23-22-200-043

which has the address of

11128 E. NORTHWEST
(Street)

PALOS HILLS
(City)

Illinois

60965
(Ip Cox)

(“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 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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M. PITTSENBARGER
EMPIRE OF AMERICA REALTY CREDIT CORP.
24700 NORTHWESTERN HWY.
SOUTHFIELD, MI 48075

Given under my hand and official seal, this 24th day of October, 1912.

Set forth.

I, Charlene M. Grossi , a Notary Public in said said county and state, do hereby certify that Raymond J. Luecke, Divorced and not since remarried, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein

By SIGNING Below, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

20. Prior to the expiration of any period of redemption following judicial sale, Landor (in person, by agent or by affidavit) shall be entitled to enter upon, take possession of and manage the Property until it is collected like rents or the Property is included in those rents collected by Landor or the receiver shall be entitled to payment of management fees past due. Any rents collected by Landor or the receiver shall be applied first to payment of the costs of management of the Property past due. Any sum so secured by the receiver, premium on executer's bonds and reasonable attorney's fees, and them to the sum so secured by this Security instrument.

21. Release. Upon payment of all sums secured by this Security instrument, Landor shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Right to file Security Instrument. If one or more of the rider(s) were a part of this Security instrument, the co-signants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security instrument, the co-signants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security instrument, if the rider(s) were a part of this Security instrument.

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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 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 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 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, the 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.

7. Protection of Lender's Rights in the Property: 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, Lender agrees to sue in writing.

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 and changes the Property, allow the Property to deteriorate or commit waste, and if Borrower acquires fee title to the Property, the lessee holds and

Unless a Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or participate in the monthly payments referred to in paragraphs 1 and 2 or change the amounts secured by this Security instrument in accordance with the requirements.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, which contains the following language:

3. Hazardous Insurance. Borrower shall keep the insurance premiums now existing or hereafter created on the property measured against fire, hazards included within the term, "extended coverage," and any other hazards for which Lender requires. 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.

application as a general payment. Unless applicable law provides otherwise, all payments received by Lennder under the 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 paid up; and last, to principal due.

3. **Applicable Law & Payments.** Unless Securitization instrument.

4. **Charges; Lenses.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the property which may attain priority over this Securitization instrument, and leasehold payments or ground rents, if any. Borrower shall pay the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them in the same time frame directly to the person owed payment. Borrower shall promptly furnish to Lennder all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lennder receipts evidencing the payments.

Up to payment in full of all sums received by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender to the scale of the Property or its acquisition by Lender, and Funds held by Lender at the time of

If due dates amount of the Funds held by Lenard, together with the future monthly payments of Funds payable prior to this date, exceeds the amount of the crow items, shall exceed the amount required to pay the crow items when due.

one-in-a-thousand chance of a major payout, and the payout would be substantial. The payout would be based on the current data and reasonable estimates of future screw items.

1. Payment of Principal and Interest; Prepayments; Interest and Late Charges. Borrower shall promptly pay when due the principal of and interest on the Note and any prepayment made by the Noteholder.
2. Funds for Taxes and Insurance. Subject to applicable law or 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 ("Friends"), equal to

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Parcel 1:

Unit Number 11128'E' in Woods Edge Condominium as delineated on survey of certain parts of lot 'A' (except that part falling in Keane Avenue) in McGrath and Anern Subdivision of part of the North 1/2 of Section 22, Township 37 North, Range 12, East of the Third Principal Meridian, (hereinafter referred to as parcel), which survey is attached as exhibit 'B' and 'C' to declaration made by Aetna State Bank, a corporation of Illinois, as Trustee under Trust Agreement dated May 6, 1976 and known as Trust Number 102109 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 23667055 as Amended from time to time; together with a percentage of the common elements appurtenant to said unit as set forth in said declaration, as amended from time to time, which percentage shall automatically change in accordance with declarations as same are filed of record pursuant to said declaration, and together with additional common elements as such amended declaration are filed of record, in the percentages set forth in such amended declarations, which percentages shall automatically be deemed to conveyed effective on the recording of each such amended declaration as though conveyed hereby, all in Cook County, Illinois.

ALSO

Parcel 2:

Easement appurtenant to and for the benefit of Parcel 1, as set forth in the Declaration of Easements made by Aetna State Bank, a Corporation of Illinois, as Trustee under Trust Agreement dated May 6, 1976 and known as Trust Number 102109 dated May 5, 1976 and recorded October 8, 1976 as Document 23667054 and created by the Mortgage from Scott S. Histed to the First National Bank of Oak Lawn dated June 18, 1977 and recorded July 29, 1977 as Document 24034614 and as created by deed from Aetna State Bank, a corporation of Illinois, to Scott S. Histed dated November 15, 1976 and Recorded July 29, 1977 as Document 24034613 for ingress and egress in Cook County, Illinois.

86530208

BOX #154

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THIS CONDOMINIUM RIDER is made this **24TH** day of **OCTOBER**, 19 **86**,
 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
**EMPIRE OF AMERICA REALTY CREDIT CORP., A CORPORATION ORGANIZED AND EXISTING UNDER
 THE LAWS OF THE STATE OF MICHIGAN.**
 (the "Lender")
 of the same date and covering the Property described in the Security Instrument and located at:

11128 E. NORTHWEST, PALOS HILLS, ILLINOIS 60965
 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

WOODS EDGE CONDO I

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all taxes and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," there:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.



RAYMOND J. LUCKEY

(Seal)
Borrower

(Seal)
Borrower

23-22-200-043

BOX #154