

# UNOFFICIAL COPY



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86534413

Searns Montrose Corp  
300 Knightsbridge PKwy #500  
Lincolnshire, IL 60069

LOAN NUMBER 09-58-30767

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 7  
19 86. The mortgagor is FREDRICK B. MATHEWS AND BARBARA A. MATHEWS HIS WIFE  
("Borrower"). This Security Instrument is given to SKARS MORTGAGE  
CORPORATION, which is organized and existing  
under the laws of THE STATE OF OHIO, and whose address is 300 KNIGHTSBIDGE  
PARKWAY #500 KNIGHTSBIDGE PARKWAY #500 LINCOLNSHIRE, ILLINOIS ("Lender").  
Borrower owes Lender the principal sum of TWENTY SIX THOUSAND FOUR HUNDRED DOLLARS AND NO/100  
Dollars (U.S. \$ 26,400.00). 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 DECEMBER 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 10 in Block 2 in the Subdivision of Block 47 in the  
Subdivision of Section 19, Township 40 North, Range 14, East  
of the Third Principal Meridian, (except the South West Quarter  
of the North East Quarter and the South East Quarter of the North  
West Quarter and the East Half of the South East Quarter thereof) 80-33413  
in Cook County, Illinois. JBM  
BAK

**County, Illinois:**

2BM  
DAX

PERMANENT INDEX NUMBER 14 19 889 014 3BM BM  
VOLUME NUMBER 482 330

DEPT 01 RECORDING \$13.25  
T#4444 P#0166 11/18/04 13:57:00  
#0001 # ID 3-23-1923449 13  
COOK COUNTY RECORDER

which has the address of

2125 W. MELROSE

CHICAGO CITY

**Illinois**      **60618** 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 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.

**ILLINOIS—Single Family—FNMA/FHLCIC UNIFORM INSTRUMENT**

**13** oo MAIL

Form 3014 12/83



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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 Found; 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 under the Note and shall be payable, with interest, upon notice from Lender to Borrower the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment.

7. Protection of Lender's Rights in the Property: Mortgagee 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 interest, paying reasonable attorney fees and expenses of suit, and Lender does not do so, Lender may take action to collect this欠款.

6. **Interim Assignment of Substantially All Assets.** 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 lessee shall merge Lessee's interest in the Property prior to the acquisition.

Of the Preproperty damage, if the restoration or repair is economic, feasible and Lender's security is lessened. If the restoration or repair is not economic, feasible or Lender's security would be lessened. If the repair is substantial, it is not economic, feasible or Lender's security is lessened. If the repair is substantial, it is not economic, feasible or Lender's security would be lessened. The insurance company or agent

All insurance policies and renewals shall be acceptable to Lenier and shall include a standard moratorium clause. Lenier shall have the right to hold the policies and renewals. If Lenier requires, Borrower shall promptly give to Lenier all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give to Lenier and Lenier may make good Borrower's loss in writing if insurance proceeds shall be applied to less than the amount of loss.

3. Hazards include fire, hazards included within the term "improper elements now existing or hereafter erected on the property insurance coverage" and any other hazards for which Lender requires insurance coverage.

Borrower shall prominently disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees to the payment discharge by the obligor secured by the lien in a manner acceptable to Lender; (b) contributes in good faith to the lien by, or assigns enforcement of the lien in, legal proceedings which in the Lender's opinion relate to present the enforcement of the lien for property; or (c) secures from the holder of the lien an agreement substantially similar to a lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to or more than 10 days before the date of the filing of the notice of non-notice, Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the filing of notice.

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 Lender or other makers of these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Note: third, to amoun~~s~~ a payable under paragrap~~h~~<sup>h</sup>, to pay all charges due under the Note; second, to prepare~~m~~ment<sup>m</sup> charges due under the paragrap~~s~~<sup>s</sup> 1 and 2, "in full, as applied; first, to take~~c~~ charges due under the Note; to pay all charges due under paragrap~~s~~<sup>s</sup> 1 and 2, "in full, as applied; to take~~c~~ charges due under the Note; second, to prepare~~m~~ment<sup>m</sup> charges due under the Note; third, to amoun~~s~~ a payable under paragrap~~h~~<sup>h</sup>, to pay all taxes, to interest due; fourth, to principal due.

Upon Lender's receipt 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 promptly refund to Borrower 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.

If the due amount of the escrow items, shall exceed the amount required to pay the future monthly payments of funds payable prior to the due dates of the escrow items, together with the future escrow items, shall be Lender, to the extent necessary to make up one or more payments due by Lender.

The Funds shall be held in an institution the depositors or accountants of which are insured or guaranteed by a federal state agency (including Lennder if Lennder is such an institution). Lennder shall apply the Funds to a general account of which is insured or guaranteed by a state agency.

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 mortgagage insurance premiums, if any. These items are called "Security Items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future expenses.

1. **Pyramid of Principal and Interest; Prepayment and Late Charge.** Borrower shall promptly pay when due the principal of and interest on the debt created by the Note and may prepay the principal in full or in part at any time.
2. **Funds for Taxes and Insurance.** Borrower shall promptly pay when due funds for taxes and insurance.
3. **Lender's Right to Foreclose.** Lender may foreclose on the Note if the Note is due under the Note, until a sum ("Funds"), equal to the amount of principal and interest due under the Note, plus attorney fees and costs, is paid in full.