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THIS INSTRUMENT WAS PREPARED BY: AND RETURNED TO: J. OKIISHEWONSKI 3 5  
MERITOR MORTGAGE CORPORATION  
1375 E. WOODFIELD ROAD  
SCHAUMBURG, IL 60195

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(Space Above This Line For Recording Data)

LOAN # 138060-5

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... DECEMBER 30 ..... 19...86. The mortgagor is .... THOMAS M. WILLIAMSON AND LINDA J. WILLIAMSON HIS WIFE ..... ("Borrower"). This Security Instrument is given to ..... MERITOR MORTGAGE CORPORATION-CENTRAL ..... which is organized and existing under the laws of ..... THE STATE OF MINNESOTA ..... and whose address is ..... 408 ST. PETE R. STREET, 6TH FLOOR, ST. PAUL, MN 55102 ..... ("Lender"). Borrower owes Lender the principal sum of .... ONE HUNDRED EIGHTEEN THOUSAND AND NO/100 ..... Dollars (U.S. \$ 118,000.00 .....). 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 ..... JANUARY 1, 2002 ..... 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 172 IN RESEDA, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX # 02-11-408-010 *H/70*

THE MORTGAGEE MAY COLLECT A "LATE CHARGE" NOT TO EXCEED FOUR CENTS (4¢) FOR EACH DOLLAR (\$1) OF EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS.

02-11-408-010

which has the address of ..... 921 SARATOGA DRIVE ..... , ..... PALATINE .....  
[Street] [City]  
Illinois ..... 60067 ..... ("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 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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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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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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However, this right to remuneration shall not apply in the case of acceleration under paragraph 13 or 17.

18. Borrower's Right to Retain title. If Borrower meets certain conditions, Borrower shall have the right to retain title to any item disclaimed or rejected. If Borrower meets certain conditions, Borrower shall have the right to retain title to any item disclaimed or rejected prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reclamation) before sale of the Property pursuant to any power of sale contained in this instrument; or (b) ninety (90) days from the date of a judgment, enforcement or forfeiture of this Security Interest in this instrument. Thirty (30) days after the Note has been paid in full under this instrument, either party may repossess the Property pursuant to this instrument to pay the sums secured by this Security Interest in this instrument. The conditions are: (a) payment of a judgment, enforcement or forfeiture of this Security Interest in this instrument; or (b) payment of a sum equal to the amount of the principal balance of the Note plus interest accrued thereon plus all costs, expenses and attorney's fees incurred by the Note holder in collecting the same.

If not exercised within 30 days from the date of acceleration, Lender shall have the right to require immediate payment of all sums secured by this Note. Such notice shall be delivered or mailed within which Borrower must pay all sums secured by this Note. Selection of either method by the Borrower shall be made prior to the expiration of this period. Lender may invoke any remedy permitted by this Agreement without notice or demand on Borrower.

17. Transfer of the property of a beneficial interest in Borrower, if all or any part of the property of the given one contained copy of the Note and of this security instrument.

**15. GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by California law. In the event that any provision of this Security Instrument is located in which the Property is situated, in the event that any provision of this Security Instrument is declared illegal or unenforceable, the remaining provisions of this Security Instrument shall remain in full force and effect. To this end the provisions of this Security Instrument shall not affect other provisions of this Security Instrument or the Note which can be applied without conflict with the governing law, such as the Note concerning the continuing obligation of the Debtor to pay the principal amount of the Note and the interest thereon, and the Note concerning the payment of the Note in full at maturity or upon acceleration.

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 deemed to have been given to Borrower if delivered when given as provided in this paragraph.

renderings may provide an alternative to this Security Instrument under certain circumstances, or the application of applicable laws has the effect of rendering unenforceable Lennder's Rights.

**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 mainly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then the loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit. That: (a) any such loan charge shall be reduced by the amount needed to make this result, and (b) sums already collected from Borrower which exceed the permitted limits will be deducted from the principal owed under the Note or by making a direct payment to Borrower. Lender may do so to make this result, if a real and reduces principal, the reduction of principal will be treated as a partial repayment without any prepayment charge under the Note.

11. **Scope:** This Agreement shall bind the Successors and Assigns of Leender and Bottowser, Subject to the provisions of paragraph 17. Bottowser's Government and Leender's Successors and Assigns shall be joint and several. Any Bottowser who co-signs this Security Agreement shall be liable for all debts, obligations and expenses of Leender and Bottowser under this Agreement.

by the original Borrower or by a power & successors in interest. Any forfeiture by Lender in exercising any right or remedy

to the sums received by this Society to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the payment of expenses of removal and storage of the same, or otherwise as the Board may determine.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers a

In the event of a loss arising from the exercise of the option, the proceeds shall be applied to the sum secured by this instrument, whether or not the option is exercised, and the balance shall be applied to the sum secured by the other instruments.

Insurance companies in accordance with Bottowers and Lemender's written agreement or applicable law.