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COOK COUNTY, ILLINOIS
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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 17th, 1986. The mortgagor is Thomas N. Texne and Caprice A. Texne, husband and wife ("Borrower"). This Security Instrument is given to Citizens Savings and Loan, which is organized and existing under the laws of Illinois, and whose address is 301 Bienville, Normal, Illinois 61761 ("Lender"). Borrower owes Lender the principal sum of fifty-one thousand Dollars (U.S. \$ 51,000.00). 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 March 1, 2015. 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 31 OF KINGSPORT VILLAGE UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTH 15 CHAINS (990 FEET) OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SCHAUMBURG, IN COOK COUNTY, ILLINOIS.

#07-27-417-032-0000771

which has the address of 24th. Grovenor, Schaumburg,
[Street] (City)
Illinois 60193 ("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.

BOX 333 - TH

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National Public

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62-81-07

Chase

Witnesses may hand and official seal this day 10 of January in the year of our Lord one thousand nine hundred and twenty seven.

(ב' ס' פ' י' פ' ג')

..... they executed said instrument for the purposes and uses therein set forth.

I.....the.....undersigned.....a Notary Public in and for said county and state, do hereby certify that.....
.....Theomas A. Tipton, Captain. A. Towne.....before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
.....have executed same, and acknowledge said instrument to be.....true.....free and voluntary act and deed of them.

STATE OF **Illinois** COUNTY OF **Cook**
SS: {

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NON-UNIFORM Covenants		Space Below This Line For Attorneys' Use
19. Acceleration; Remedies. Lender shall have the right to require Borrower to accelerate all obligations following 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 default; (b) the action required to cure the default; (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 on or before the notice date results in the notice may become permanent. 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 default; (b) the action required to cure the default; (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 on or before the notice date results in the notice may become permanent.		
20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of a period of redemption following judicial sale, Lender or by judgment of a court of competent jurisdiction shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, fees and costs of title evidence.		
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recording costs.		
22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.		
23. Rights to this Security Instrument. 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. All other rights and powers of Lender under this Security Instrument shall remain intact.		
24. Instruments. [Check applicable boxes] <input checked="" type="checkbox"/> Fixed Rate Note/10.50% Interest Rate/30 Years <input type="checkbox"/> Graduated Payments Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> 2-4 Family Rider		
Instrument and in any Rider(s) executed by Borrower and recorded with this Security		

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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 rights 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 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 reducing payment.

In most cases, Leinster's actions may include paying any sums secured by a loan which has priority over this security in the property. Leinster may take action without notice if he believes that his rights have been violated.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall not merge unless Borrows' rights in the lease merge in writing.

Instrument implementation shall pass to the customer to the exclusion of the vendor's ownership of this technology prior to the acquisition of the property by the customer.

Unless Lenard 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 Borrower's payment is acquired by Lenard, Borrower's right to any insurance policies and/or proceeds resulting from paragraphs 19 the property is transferred to him.

Borrower abandons the Property, or does not answer the summons within 30 days a notice from Lender to restore the Property or 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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of the Property damage, if the restoration of the Property is economically feasible or not then due to the Lender's security interest in the Property. The insurance proceeds shall be applied to the same extent as the Lender's security interest in the Property.

Lender shall have the right to hold the title policies and rewrites until the collection of all amounts due under the note and the payment in full of all sums advanced by Lender to the Borrower. All insurable policies and rewrites shall be ceded pro rata to Lender, and Lender may make prompt notice to the Borrower if not made promptly by Seller or carrier and Lender. Lender may make proof of loss if not made promptly by Seller or carrier and Lender. In the event of loss, Lender shall give prompt notice to the insurance company and Lender.

5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter effected on the property insured against loss by fire, hazards included within the term "accident and coverage", and any other hazards for which Lender insures against loss by fire, hazards included within the term "accident and coverage". This insurance shall be maintained in the amounts and for the periods specified by Borrower's subject to Lender's approval. The insurance company providing the insurance shall be chosen by Borrower and for the amounts and for the periods specified by Lender. The insurance company chosen by Borrower shall be chosen by Lender's approval. The insurance company chosen by Lender shall not be uninsured or underinsured. This insurance shall be maintained in the amounts and for the periods specified by Lender.

Borrower shall promptly disclose any information requested by the Lender in a manner acceptable to Lender; (a) contains in good faith the information requested by the Lender in a manner acceptable to Lender; (b) contains in writing to the Lender a statement of the obligations of the Borrower under this Agreement; and (c) contains in writing to the Lender a statement of the Borrower's right to terminate this Agreement.

4. Charges; Lenses. Borrower shall pay all taxes, assessments, charges, fines and impositions intituted to the property which may accrue over this SecuritY instrument, and leasehold payments of ground rents, if any. Borrower shall pay all expenses directly to the person or entity making payment. Borrower shall pay amounts due under this paragraph. If Borrower makes these payments directly, Borrower shall promply furnish to Lennder receipts evidencing the payments.

3. **Applicable law**. Unless otherwise provided otherwise, all payments received by Lender under the Note, third, to amounts payable under Paragraph 2; fourth, to interests due; and last, to principal due.

Upon necesssity to make up the deficiency in one or more payments as required by Lender:
amount necessary to make up the deficiency in one or more payments as required by Lender:
any Funds held by me under Paragraph 19 of this Agreement 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; and
any sums received by this Security Instrument in full or in part shall be used by Lender to pay off the deficiency in one or more payments as required by 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.

The Funds shall be held in an institution the deposits of which are insured 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 charge for holding and applying the Funds and account for verifying the escrow items, unless Lender may agree to be paid in writing that interest shall not be required to pay Borrower any interest or penalties on the Funds. Lender may agree to be paid on the Funds. Unless an agreement is made or applicable law requires interests to be paid, Lender shall not be required to pay Borrower any interest or penalties on the Funds. Lender may agree to be paid on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree to be paid on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender shall be paid on the Funds. Unless an agreement is made or applicable law requires interests to be paid, Lender shall not be required to pay Borrower any interest or penalties on the Funds. Lender may agree to be paid on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender shall be paid on the Funds. Unless an agreement is made or applicable law requires interests to be paid, Lender shall not be required to pay Borrower any interest or penalties on the Funds.

to one-twelfth of (a) early monthly payments made under the Note, until the note is paid in full, a sum ("Runus") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold premiums or ground rents on the Property, if any. These items are called "crown items". Landlord may estimate the funds due on the basis of current data and reasonable estimates of future accrued items.

the principal of and interest on the debt evidenced by the Note and any payment and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: