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227136

86093563

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..MARCH..6.....
1986.... The mortgagor isJOHN..K....BARRY..AND..CAROL..N....BARRY..HUSBAND..AND..WIFE.....
..... ("Borrower"). This Security Instrument is given toINDIANA..TOWER
..SERVICE..INC....., which is organized and existing
under the laws of ...THE STATE ..O.F..INDIANA....., and whose address is216..WEST..WASHINGTON.....
..AVENUE..SOUTH..BLVD.., INDIANA....46634..... ("Lender").
Borrower owes Lender the principal sum of ..NINETY..TWO..THOUSAND..AND..00/100.....
..... Dollars (U.S. \$92,000.00.....). 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 ..APRIL.....1.....2016..... 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 inCOOK..... County, Illinois:

LOT 4813 IN ELK GROVE VILLAGE SECTION 16, BEING A SUBDIVISION IN
THE SOUTH HALF OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 11 EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON MAY 16, 1968
AS DOCUMENT 20492038 AND RE-RECORDED ON JUNE 12, 1968 AS DOCUMENT
20517873 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF
COOK COUNTY, ILLINOIS ON JUNE 12, 1968 AS DOCUMENT LR2392624, IN
COOK COUNTY, ILLINOIS.

DEFT-91 RECORDING \$13.26
TRAN 0094 03/10/86 10:21:00
#1499 # ID *-04--093563

PIN: 08-29-410-034-0000

which has the address of ..609..CHELMSFORD..LANE....., ELK..GROVE..VILLAGE.....,
(Street) (City)
Illinois ..60007....., ("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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(The first step is for collectors
notarized seal)

ପ୍ରକାଶକଣ୍ଟିକ୍

EX-10X1274-1-A-88

WITNESS my hand and official seal.

Personal^{ly} known to me (or proved to me
on the basis of satisfactory evidence)
to be the person(s) whose name(s) I have
subscribed to the witness statement or
acknowledged to me that he/she they
cutted the same.

NOTEBOOK PUBLIC IN 1986, before the 1986 STATE, personally appeared MARK A. CARO JR. on MARCH 6, 1986,

STATE OF ILLINOIS COUNTY OF Ogle

<p>1111 PLAZA DRIVE SUITE 101 SCHIABURG, ILLINOIS 60195</p> <p><i>Diana K. Barry</i></p>	<p>ATTN: DIANNE CARLSTON</p> <p><i>Diann K. Barry</i></p>
<p>JOHN K. BARRY</p> <p>DIANNE K. BARRY</p>	
<p>CHARL N. BARRY</p> <p>CHARL N. BARRY</p>	
<p>(Sera)</p> <p>(Sera)</p>	
<p>—Borrower —Guarantor</p>	
<p>—Buyer —Seller</p>	
<p>—Saves money thru use of alternate仲介商</p>	

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed or recorded with it.

23. Rider(s) to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the convenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

Adjustable Rate Rider Condominium Rider 2-4 Family Rider
 Adjustable Term Rider Planned Unit Development Rider Other(s) (Specify)

30. Lender in Possession, fees and costs or title expenses, out of out interest to, reasonable attorney's fees and costs or title expenses, upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those parts due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and to the payment of the principal amount of the Note and interest thereon, and then to the payment of the fees and costs of the receiver.

31. 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.

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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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1. Payments of Principal and Interest; Borrower and Lender's Duties and Liabilities

the principal of and interest on the debt evidenced by the Note and any premium paid in full under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay one-twelfth of (a) yearly taxes and assessments which may attach prior to the Note is paid in full, or (b) yearly leasehold payments on the property over which may attach prior to the Note is paid in full, or (c) 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.

3. Payments of Principal and Interest; Borrower and Lender's Duties and Liabilities

to Lender for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay one-twelfth of (a) yearly monthly payments made under the Note, until the Note is paid in full, or (b) annual to Lender for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay one-twelfth of (a) yearly taxes and assessments which may attach prior to the Note is paid in full, or (b) yearly leasehold payments on the property over which may attach prior to the Note is paid in full, or (c) yearly