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PREPARED BY: Linda Smagac
LYONS MORTGAGE CORP
17W662 BUTTERFIELD RD
OAKBROOK TERRACE ILLINOIS 60181 Above This Line For Recording Data)

RETURN TO: Secondary Marketing
LYONS MORTGAGE CORP
2 CROSSROADS OF COMMERCE
ROLLING MEADOWS, IL 60008

#095800589

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 3, 1986. The mortgagor is LAWRENCE J. PERKINS AND SANDRA R. PERKINS, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to LYONS MORTGAGE CORP, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 2 CROSSROADS OF COMMERCE, ROLLING MEADOWS, IL 60008 ("Lender"). Borrower owes Lender the principal sum of NINETY SIX THOUSAND THREE HUNDRED AND 00/100 Dollars (U.S. \$ 96,300.00). 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 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 205 AND 206 IN KRENN AND DATO'S NILES EVANSTON ADDITION BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

10 10-423-001 Cfc
10 10-423-002
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which has the address of 4223 PAYNE STREET, [Street], SKOKIE, [City]
Illinois 60076, [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 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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| <p>NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:</p> <p>19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any specific law provided otherwise). The notice shall specify: (a) the default or defaults which occurred by this Security Instrument; (b) the date the notice is given to Borrower, by whom the default must be cured; and (c) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum due; (d) that notice to the date specified in the notice is given to Borrower to accelerate the debt due to Lender by this Security Instrument, for collection and sale of the property described in the notice, and (e) that notice to the date specified in the notice is given to Borrower to accelerate the debt due to Lender by this Security Instrument, for collection and sale of the property described in the notice, and (f) that notice to the date specified in the notice is given to Borrower to accelerate the debt due to Lender by this Security Instrument, for collection and sale of the property described in the notice.</p> | <p>20. Lender in Possession. Upon entry of judgment for possession, fees and costs of title to the real estate, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title to the real estate.</p> | <p>21. Release. Upon payment of any amount of money due under this Security Instrument, Lender shall release this Security instrument without regard to the amount paid, any recorded instrument, and all sums secured by this Security instrument.</p> | <p>22. Waiver of Homestead. Borrower waives all right to homestead exemption in the property.</p> | <p>23. Rider. In this Security Instrument, the covenants and agreements of each such 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. The rider(s) and agreements of each such 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)]</p> |
| <p>24. Family Rider.</p> | <p><input type="checkbox"/> Condominium Rider</p> | <p><input type="checkbox"/> Planned Unit Development Rider</p> | <p><input type="checkbox"/> Graduatee Rider</p> | <p><input type="checkbox"/> Adjustable Rate Rider</p> |
| | | | | <p><input type="checkbox"/> Other(s) [Specify]</p> |

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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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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 received by him Security from the mortgagor prior to the acquisition.

Unless Lesender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damage, if the restoration of repair is economically feasible and Lesender's security is not lessened if the restoration or repair is not practicable or does not then lessen Lesender's security would be lessened. The insurance proceeds shall be applied to pay sums secured by this Security Instrument, whether or not then due. This 25 day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or replace the instrument which has been damaged or destroyed.

All insurance companies shall be required to provide a standard mortgage clause. Lenders shall have the right to hold the policies and renewals. If Lender and shall promptly give to Lender all receipts of paid premiums and general notices. In the event of loss, Borrower shall promptly notice to the insurance carrier and lender that made prompt by B&I as well.

of the giving of notice.

Borrower shall promptly over pay in a manner acceptable to Lender; (b) contributes in good faith the amount of the obligation, secured by the lien in a manner acceptable to Lender; (c) agrees in writing to the payment of the obligation, secured by the lien in a manner acceptable to Lender; (d) enforces against the debtor's assets in good faith the amount of the obligation, secured by the lien in a manner acceptable to Lender; (e) prevails in the enforcement of the lien or foreclosure of the property; or (f) secures from the holder of the promissory note or other instrument of indebtedness or security interest in the property a written statement satisfactory to Lender that such instrument has been duly paid and satisfied.

Paragraphs 1 and 2 shall be applied; first, to late charges due under paragraph 2; fourth, to interests due; and last, to principal due. Note: third, to amounts payable under paragraph 2; fourth, to interests due under the Note; second, to prepayments due under the paragraph; and 2 shall be applied; first, to late charges due under paragraph 2; fourth, to interests due; and last, to principal due.

Application as a credit against the sums secured by this Security Instrument.

amount necessary to make up the deficiency in one or more payments as required by Lender.

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 whom 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 whom due, Borrower shall pay to Lender any amount of the Funds held by Lender, either pro rata to Borrower or credited to Borrower on monthly payments of Funds. 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 whom 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 whom due, Borrower shall pay to Lender any amount of the Funds held by Lender, either pro rata to Borrower or credited to Borrower on monthly payments of Funds.

shall give to Power, 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.

1. Payment of Principal, Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any 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 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay 10 Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum („Funds“) equal to one-hundred and twenty-five dollars and zero cents which may attain priority over this Security Instrument; (b) yearly moragage insurance premiums, if any. These items are called „mortgage items.“ Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.