

(5) UNOFFICIAL COPY

86197592

MAIL TO: CAMERON BROWN COMPANY  
1540 E. Dundee Rd., Suite 310  
Palatine, IL 60067

[Space Above This Line For Recording Data]

MORTGAGE 652346

THIS MORTGAGE ("Security Instrument") is given on **MAY 13**  
**1986**. The mortgagor is **ROBERT J. REINERT, BACHELOR AND CHRISTINE M. SCHRAMM,**  
**SPINSTERS**, ("Borrower"). This Security Instrument is given to  
**CAMERON-BROWN COMPANY d/b/a CAMERON-BROWN MORTGAGE COMPANY**, which is organized and existing  
under the laws of North Carolina and whose address is  
**4300 Six Forks Road, P. O. Box 18109, Raleigh, North Carolina 27619** ("Lender").  
Borrower owes Lender the principal sum of **SEVENTY NINE THOUSAND SIX HUNDRED FIFTY AND NO/100**  
Dollars (U.S. \$ 79,650.00). 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 **JUNE 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 in **COOK** County, Illinois.

LOT SIXTEEN IN BLOCK EIGHT, -THREE IN HOFFMAN ESTATES VI, BEING A  
SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION  
TWENTY-ONE, TOWNSHIP FORTY-ONE NORTH, RANGE TEN EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 3,  
1986 AS DOCUMENT NUMBER 17171637, IN COOK COUNTY, ILLINOIS.

07-21-219-020

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DEPT-# RECORDING \$13.25  
T#4444 T#E 0217 05/19/86 09:40:00  
#2921 # D 86-197592

which has the address of **655 ORANGE LANE** (Street)  
Illinois **60194** ("Property Address").  
(Zip Code)

HOFFMAN ESTATES  
(City)

-86-197592

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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PALATINE, ILLINOIS 60067

1540 B. DUENDE ROAD - SUITE 310  
BOARD AND RETURN TO:

PALATINE, IL 60067

MARY T. REANE

PREPARED BY

MAIL TO

My Commission expires: 6-30-87

Given under my hand and official seal, this 13 day of May 1987.

Set forth.

signed and delivered the said instrument as **THEIR** free and voluntary act for the uses and purposes thereina  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEIR**  
personally known to me to be the same person(s) whose name(s) **ARE**  
**SPINSTER**, personally known to me to be the same person(s) whose name(s) **ARE**  
do hereby certify that **ROBERT J. REINERT, BACHLOR** and **CHRISTINE M. SCHRAMM**,  
a Notary Public in and for said county and state,  
County ss:

STATE OF ILLINOIS,

CHRISTINE M. SCHRAMM/SPINSTER (Seal)

ROBERT J. REINERT/BACHLOR (Seal)

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security  
Instrument and in any rider(s) executed by Borrower and recorded with it.  
Instrument this **23** day of **May** 1987, to the **Security Instrument**, if one or more riders are executed by Borrower and recorded together with  
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recording costs.  
21. Release. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time  
prior to the expiration of the period of redemption following the notice of default, Lender shall release this Security  
applicable to those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the  
costs of management of the Property and collection of rents, including, but not limited to, recording fees, premiums on  
recovery of bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.  
20. Release. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time  
before the date specified in the notice, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding  
before the date specified in the notice to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
inform Borrower of the date specified in the notice, Lender after acceleration and sale of the sums secured by  
and (d) that failure to cure the defect in the notice is grounds to Borrower, by which the defect must be cured;  
defect; (c) a date, not less than 30 days from the date the defect is cured to Borrower, by which the defect must be cured;  
unless applicable law provides otherwise). The notice shall specify: (a) the defect; (b) the action required to cure the  
defect; (c) the date, not less than 30 days from the date the defect is cured to Borrower, by which the defect must be cured;  
19. Acceleration; Remedies. Lender shall further covenant and agree as follows:  
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

**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 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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Accurate, However, this note shall not apply in the case of acceleration under paragraph 13 of 17.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security instrument without further notice or demand on Borrower.

**Section 303.** If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of these security instruments. If Borrower fails to pay these sums prior to the date notice is delivered or mailed within which Borrower must pay all sums secured by one or more of these instruments, Lender may invoke any of these security instruments.

16. Borrower's Copy. Borrower shall be given one unexecuted copy of the terms and conditions of this instrument.  
17. Transfer of the Property or Beneficial Interest in Borrower's Property or any part of the Property or any interest in it is sold or transferred (or if it is 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 accrued by Lender by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law.

which can be given to certain writers the commanding position. To this end the provisions of this section, when declared to be severable, Note are severable.

**15. Governing Law; Severability.** This Security Instrument shall be governed by, and construed in accordance with, the laws of the State of California, without regard to conflicts of law principles. To the fullest extent permitted by law, the provisions of this Security Instrument and the Note constitute a valid, enforceable note notwithstanding any provision to the contrary contained in any other agreement or instrument between the parties hereto. In the event of any conflict between the Note and any other agreement or instrument, the Note shall control. The parties hereto consent to the jurisdiction of the state and federal courts located in Los Angeles County, California, over any dispute arising out of or relating to this Security Instrument or the Note. The parties hereto further consent to the service of process in any such action or proceeding by personal service, or by mailing a copy of the process, summons, complaint, or other paper to the party to be served at the address set forth above. The parties hereto further consent to the venue of all disputes arising out of or relating to this Security Instrument or the Note in the state and federal courts located in Los Angeles County, California.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by paragrap [ ] mail unless applicable law requires use of another method. The notice shall be directed to the mailing address or any other address Borrower designs by notice to Lender. Any notice to Borrower by first class mail to Lender's address stated herein or any other address Lender designs by notice to Borrower shall be given by first class mail to Lender's address stated herein or any other address Lender designs by notice to Borrower. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to Lender's address stated herein or any other address Lender designs by notice to Borrower. Any notice to Borrower shall be given by first class mail to Lender's address stated herein or any other address Lender designs by notice to Borrower.

partial Prepayment without any Prepayment charge under the Note.

**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 fully interpreted so that it is in effect or other loan charges collected or to be collected in connection with the loan exceed the permitted limits set forth in section (a), any sums already charged 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 the permitted limits will be reduced by a refund paid directly to Borrower as a result of reducing the principal owed under the Note or by making a direct payment to Borrower as a refund reduces principal, the reduction will be treated as a Lender's loss.

11. Successors and Assignees 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 shall be liable, and entitled to the same rights and benefits as Lender and Borrower, and agrees to pay to Lender and Borrower, jointly and severally, all amounts due under this Security Instrument, with regard to the terms of this Security Instrument or the Note without model, for each of whom a separate Note may be executed. The Note may be executed in one or more copies, which may differ from the original Note in minor respects.

10. **Borrower's Note** Relates; Forbearance By Lender Note & Waiver. Extension of the time for payment of principal or the amount of such payments postpones the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments and Borrower and Lender shall not exceed or postpone otherwise in writing, any application of proceeds to principal shall not exceed or modify condition of the organization 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 of Borrower, shall not be liable for any costs or expenses incurred by Lender in collecting any sum due under this instrument or otherwise in connection therewith.

Given, Lennder is authorized to settle all claims for damages. Bona fide efforts will be made to respond to claims within 30 days after the date the notice is given, and to settle all claims within 90 days of receipt of the notice.

Offer 10  
Borrower will pay to Lender the amount of the principal balance outstanding on the Note plus interest at the rate of 12% per annum from the date of the Note until paid in full.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security Instruments, 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, with the sums secured by this Security instrument before the taking, the balance of the Property shall be applied to the sums secured by the Security instrument before the taking. Any balance shall be applied to the balance, divided by (b) the fair market value of the Property immediately before the taking.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assisgned and shall be paid to Lender.

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Insurance terminates in accordance with Borrower's and Lender's written agreement or upon such other date as may be specified in the Property Lender's letter.

If Leander required no 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 requirements for the