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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 23, 1986. The mortgagor is Daniel S. Moy and Jenny T. Moy, his wife, ("Borrower"). This Security Instrument is given to Olympic Mortgage Corp., which is organized and existing under the laws of the United States of America, and whose address is 715 E. Plainfield Road, Willowbrook, Illinois 60521, ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND AND NO/100TH Dollars (U.S. \$100,000.00). 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 June 1, 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 18 in C. D. Johnson Company's Highland Lane, being a Subdivision in the Northwest quarter of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.**

H.W.
Permanent Tax No.04-33-116-009

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which has the address of 1125 Highland Avenue,
(Street), Glenview,
Illinois 60025,
(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.

-86-210669

ILLINOIS--Single Family--FNMA/FHLMC UNIFORM INSTRUMENT

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Form 3014 12/83
MORTGAGE SYSTEMS AND FORMS
CHICAGO, IL

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The following table shows the number of public and private institutions in each county and state, do hereby certify that

STATE OF *Illinois* COUNTY OF *Dakota*
..... { SS:

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BY SIGNING BELOW, BORROWER AGREE(S) TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY
INSTRUMENT, AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.
S. M. (S. M.) **B. S. (B. S.)**

19. **NON-UNIFORM COVENANTS.** Borrower and Lender further agree as follows:

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 to cure the default required to accelerate the notice; (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 date specified in the notice may result in acceleration of the sum secured by this Security Instrument, unless Borrower has furnished a written statement to the contrary. The notice shall state specifically what action is required to cure the default and the date by which the default must be cured and the date by which the default may result in acceleration of the sum secured by this Security Instrument, unless Borrower has furnished a written statement to the contrary. The notice shall state the date of acceleration and the date of the final payment of all sums due under this instrument, unless Borrower has furnished a written statement to the contrary.

19. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration 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 to cure the default required to accelerate the notice; (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 date specified in the notice may result in acceleration of the sum secured by this Security Instrument, unless Borrower has furnished a written statement to the contrary. The notice shall state the date of acceleration and the date of the final payment of all sums due under this instrument, unless Borrower has furnished a written statement to the contrary.

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UNIFORM COVENANTS. Borrower and Lender covenant 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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18. Borrower's Rights to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument conditioned on the earlier of: (a) 5 days (or such other period as applicable law may specify) for remediation or (b) entry of a judgment pursuant to any power of sale contained in this Security Instrument before sale of the property purposed to be sold under the power of sale. Borrower shall have the right to remedy instrument disclaimed at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) for remediation or (b) entry of a judgment or (c) 10 days after the date of this agreement of this Security Instrument to the extent that Borrower has not received payment in full of the amount due under this agreement of this Security Instrument. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument conditioned on the earlier of: (a) 5 days (or such other period as applicable law may specify) for remediation or (b) entry of a judgment or (c) 10 days after the date of this agreement of this Security Instrument to the extent that Borrower has not received payment in full of the amount due under this agreement of this Security Instrument.

If such circumstances arise, the notice period will be extended by an additional 30 days from the date the notice of demand or notice of termination is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay the sums paid to the Securitization Trustee without further notice of demand on Borrower,

Secured by this Security Instrument, Lender may, at its option, require immediate payment in full of all amounts secured by this Security Instrument, Lender's costs and expenses, and all other amounts due hereunder, if Lender determines that there has been a material breach of any provision of this Security Instrument or if Lender receives notice of acceleration. The notice shall provide a period

16. Borrower's Copy. Borrower shall be given one countermarked 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 part of the Note and of this Security instrument is sold or transferred to another person, the new owner or transferee shall be given one countermarked copy of the Note and of this Security instrument.

Note which can be given effect without the conflicting provision. To this end the provisions of this Security Document and the Note are declared to be severable.

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 is declared illegal, invalid or unenforceable, it shall not affect the validity of the remaining provisions.

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 Borrower specifies in the Note or any other address Lender designates by notice to Borrower. Any notice to Lender shall be given by certified mail to Lender's address Borrower specifies in the Note or any other address Lender designates by notice to Borrower. Any notice to Lender shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument 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

14. Notice. 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 otherwise required by law.

renders 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 9 of Lemder's Note.

12. **Loan Charges.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and if 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 limit, then, (a) any such loan charge shall be reduced by the amount necessary to reduce the loan charged to the permitted limit; and (b) any sums already collected from the borrower which exceed permitted limits will be refunded to the borrower. Lenders may choose to make this refund by reducing the principal owed.

the sums secured by this Security Instrument; and (c) agrees that Lenders and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without
that Borrower's consent.

shall be a waiver of or preclude the exercise of any right or remedy by the Successors and Assigns, and to the extent of the obligations of the Successors and Assigns, any tender or demand of payment or performance of any obligation of the Debtor.

Given, Lender is authorized to deduct any applicable time charges, in its opinion, entire to collection of interest, together with sums and/or by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damage, Borrower fails to respond to Lender within 30 days after the date the notice is paid to Borrower.

unlike a Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be reduced by the amount of the principal balance of the Note before the date of the payment of the Note.

assigned 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.

Borrower shall pay the premiums required to maintain the insurance required to protect until such time as the requirements for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.