

# UNOFFICIAL COPY

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## MORTGAGE

19, 86 THIS MORTGAGE ("Security Instrument") is given on **MAY 19,**  
19, 86 The mortgagor is **BRIAN D. SVENKESON AND MARCIA J. SVENKESON**,  
HIS WIFE ("Borrower"). This Security Instrument is given to **SHELTER MORTGAGE CORPORATION**, which is organized and existing  
under the laws of **the State of Wisconsin**, and whose address is  
**975 East Norge Road, S10, Roseville, IL 60172** ("Lender").  
Borrower owes Lender the principal sum of **NINETY-NINE THOUSAND SEVEN HUNDRED FIFTY AND NO /10**  
Dollars (U.S. \$ **997.50.00**). 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 01, 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 9 IN BLOCK 157 IN THE HIGHLANDS AT HOFFMAN ESTATES XIII**  
**BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF FRACTIONAL**  
**SECTION 4 TOGETHER WITH PART OF THE NORTHEAST 1/4 OF SECTION 9**  
**AND PART OF THE NORTHWEST 1/4 OF SECTION 10, ALL IN TOWNSHIP 41**  
**NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN**  
**SCHAUMBURG TOWNSHIP, ACCORDING TO THE PLAT THEREOF RECORDED**  
**MAY 26, 1961, AS DOCUMENT NUMBER 18,175,137 IN THE OFFICE OF**  
**THE COUNTY RECORDER OF COOK COUNTY, ILLINOIS.**

(Such property having been purchased in whole or in part with the  
sums secured hereby.)  
TAX KEY NO: 07-09-202-009 *[Signature]*

which has the address of **640 HILLCREST BLVD**, **HOFFMAN ESTATES**  
(Street) (City)  
Illinois **60195** ("Property Address");  
(Zip Code)

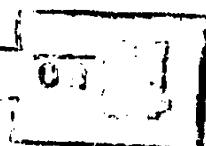
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also 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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REPT-01 RECORDING  
11942 # 4 \* 86-245626  
TKE733 TIRN 7444 05/29/86 12:17:00  
\$13 25



RETURN TO: Shelter Mortgage Corporation  
975 East Merage Road, St.

This instrument drafted by: Darlene Gourley

Notary Public

My commission expires: 3/9/96

Given under my hand and official seal, this 19th day of May, 1986  
free and voluntary act, for the uses and purposes herein set forth.  
and acknowledged that they signed and delivered the said instrument as  
subscribed to the foregoing instrument, appear before me this day in person  
personally known to me to be the same person(s) whose name(s) are  
do hereby certify that BRIAN D. SVENKESON AND MARCIA J.  
SVEENKESON , HIS WIFE .

STATE OF ILLINOIS  
County ss:

(Space below for Acknowledgment)

MARCIA J. SVEENKESON  
.....  
Borrower  
.....  
(Seal)  
BRIAN D. SVENKESON  
.....  
Borrower  
.....  
(Seal)

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

- Other(s) [Specify]       Graduate Payment Rider       Planned Unit Development Rider  
 Adjustable Rate Rider       Condominium Rider       2-4 Family Rider

Instrument [Check applicable box(es)]  
23. Riders 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 the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument.

22. Waiver of Foreclosure. Borrower waives all right of homestead exception in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
instrument of manageable portions, fees, and then to the sum secured by this Security Instrument.  
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 paid due, but not held first by receiver shall be applied first to consider's fees, premiums on  
costs of management of the Property and collection of rents, including, but not limited to payment of the  
receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security Instrument.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
prior to the completion of redemption following judicial sale, Lender (in person, by agent or by judgeably  
appointed receiver) 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 idle evidence.

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.  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,  
before the date specified in the notice to seller may require immediate payment by judgment.  
borrower of a default or any other deficiency after demand and the right to sell or the default is not cured on or  
before the date specified in the notice to seller may require immediate payment by judgment.  
borrower to reinstate after acceleration and the right to sell or the default is not cured on or  
secured by this Security Instrument following judicial proceeding. The notice shall further  
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
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;  
unless otherwise provided elsewhere. 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;

19. Acceleration; Remedies. Lender further covariant and agrees as follows:

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

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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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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 received 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.

Fee title shall not merge unless Lender agrees to the merger in writing.

Instrument immediately prior to the acquisition.

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 interest.

All insurance policies shall be renewable to Lentender and shall include a standard mortgage clause. Lentender shall have the right to hold the policy in force notwithstanding notices. Borrower shall promptly give to Lentender all receipts of paid renewals and renewals. If Lentender receives a claim for loss, Borrower shall promptly notify him of the same. Lentender and Leender may make proof of loss in his event of loss. Borrower shall promptly pay back to Leender all amounts due him by virtue of the insurance carried and Lentender. Leender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair unless Leender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair.

**3. 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 "extincted coverage," and any other hazards for which Lender requires insurance coverage. This insurance shall be maintained in the amounts and for the periods that Lender requires. The carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

4. **Chargess; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions tributable to the property which may attain priority over this Security Instrument, and interest paid in that manner, if any, to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts paid and pay them on time directly to the person so weded payment. Borrower shall promptly furnish to Lender notices of amounts paid to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts received prior to the payment of the principal amount due hereunder.

**3. Application of Payments.** Unless otherwise provided by law, all payments received by Lender under this Note, or under any other note or agreement between the parties, shall be applied first, to late charges due under the Note; second, to principal due;

Upon any amount in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower the sum of money advanced by him up to the date of payment.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the due date of the escrow items, shall be extended to pay the escrow items when due, the excess shall be at Borrower's option, either promptly paid 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 due to make up the deficiency in one or more payments as required by Lender.

regurires 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 shall give to Borrower, without charge, an annual account of the Funds made. The Funds are pledged as additional security for the sums secured by

The Funds shall be held in an institution the details 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, unless otherwise provided in writing that the Funds shall be applied to make such a charge. Borrower and Lender may agree in writing that the Funds shall be applied on the Fund's terms. Unless an agreement is made or applicable law

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 accrue 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 "scatrow items". Lender may estimate the Funds due on the

**1. Payment of Principal and Interest; Preparation and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments 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