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ILLINOIS
MORTGAGE

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PREPARED BY: CAROLYN MESSINA
LYONS MORTGAGE CORP
TWO CROSSROADS OF COMMERCE, SUITE 500
ROLLING MEADOWS, ILLINOIS 60008

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

(Place Above This Line For Recording Data)

095840258

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 27, 1986. The mortgagor is MARK W. DOWNS AND BEVERLY J. DOWNS, 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 EIGHTY-SEVEN TWO THOUSAND EIGHT HUNDRED AND 00/100 Dollars (U.S. \$ 87,208.00). 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 JULY 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 15 IN PINEWOOD P.U. D. UNIT 1A SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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H.W.

821427-07-100-002-0000

which has the address of 14537 PINewood COURT, ORLAND PARK, IL 60462, ("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 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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[Handwritten signature]

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 7TH DAY OF JUNE 1986
NOTARY PUBLIC
M1 COMMISSION EXPIRES: 16-7-88

I, THE UNDERSIGNED A NOTARY PUBLIC IN [REDACTED] FOR SAID COUNTY AND STATE,
DO HEREBY CERTIFY THAT MARK W. DOWNS AND BEVERLY J. DOWNS, HIS WIFE
PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE
SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPARENTLY SIGNED AND DELIVERED BY
IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID
INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND
PURPOSES THEREIN SET FORTH.

STATE OF ILLINOIS, COUNTY OF COOK

(Please Show This Line For Authentication)
BREVARD COUNTY
MARK W. DOWNS
DOWNS
—Dowmey
—Seal
—Seal
—Seal
—Seal

BY SIGNING BELOW, Borrower(s) execute(s) and agree(s) to the terms and conditions contained in this Security Instrument and in any order(s) executed by Borrower and recorded with it.

20. Lender is Possessor. 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 (in person, by agent or by judicial receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of management costs of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of all sums secured by this Security Instrument, including fees, and then to the sum secured by this Security Instrument.

21. Receiver's bonds and reasonable attorney's fees, and collection of rents, including, but not limited to, receiver's fees, premiums on insurance without charge to Borrower. Borrower shall pay any recondition costs.

22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

23. Waiver of Secrecy. In addition, the cover-ups and agreements of each such lender shall be incorporated into and shall remain and support the cover-ups and agreements of this Security Instrument as if the lender(s) were a part of this Security Instrument. (Check applicable box(es))

24. Family Rider. 2-4 Family Rider

25. condominium Rider. Condominium Rider

26. Planned Unit Development Rider. Planned Unit Development Rider

27. Graduate Polymer Rider. Graduate Polymer Rider

28. Adjustable Late Rider. Adjustable Late Rider

29. Other(s) (specify) Other(s) (specify)

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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 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. 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.

free title shall not merge unless Lender agrees to the merging in writing.

7. Protection of Lender's Rights in the Property; Alteration of Title. If Borrower fails to perform the covenants and agreements contained in this Security Agreement, or there is a legal proceeding that may significantly affect the property, Lender's rights in the Property (such as a proceeding in bankruptcy) are hereby ratified and confirmed in full.

8. Protection of Lender's Rights in the Property; Alteration of Title. If Borrower fails to pay for any sums accrued by a licen which has priority over this Security interest, Lender's rights in the Property are hereby ratified and confirmed in full.

9. Protection of Lender's Rights in the Property; Alteration of Title. If Borrower fails to pay for any sums accrued by a licen which has priority over this Security interest, Lender's rights in the Property are hereby ratified and confirmed in full.

Insured amount must be determined prior to the commencement of the insurance period.

Unlikely. Under such circumstances, any application of proceeds to principal shall not exceed or when the notice is given.

Unless Lender and Borrower otherwise agree in writing, insurance coverage as shall be applied to restoration or repair of the Property damaged, in the restoration of repairs is economically feasible and Lender's security in not impaired. If the restoration of repairs is not economically feasible or repair is not within due date, Lender may use the proceeds to repair or to settle a claim, when Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to settle a claim, when Lender may collect the insurance proceeds. Lender or not when due. The 30-day period will begin

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 police department and renewals. If Lender requires, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make payment of loss if not made promptly by Borrower.

3. Hazardous materials. Dorrower shall keep the type equipment now existing or hereafter erected on the Project measured against risks by fire, hazards included within the term "extinguished coverage", and any other hazards for which Leander measures insurance. This insurance shall be maintained in the amounts and for the periods that Leander requires, and shall be chosen by Dorrower to cover all risks which he may incur in the conduct of his business.

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 incurred by the lien in a manner acceptable to Lender; (b) consents in writing to the enforcement of the obligation incurred by the lien in a manner acceptable to Lender; or (c) prevails in a suit against Lender to determine the rights of the parties.

4. Categories: Lleas, Borrower shall pay all taxes, assessments, charges, rents and impositions attributable to the property which may arise prior to over this Security Instrument, and leavehold pyramids or ground rents, if any. Borrower shall pay the doublets provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on full under this paragraph to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

3. Applications and Amendments. Unless applicable otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note; second, to principal due;

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to due dates of the sacro items, shall exceed the amount required to pay the sacro items when due, the excess shall be due Borrower with or credit to Borrower on monthly payments of Funds.

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 permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds at an agreed rate of interest which debits to the Funds was made. The Funds are pledged as additional security for the sums secured by his Security Instrument.

1. **Payments of Principal and Interest.** Prepayments 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 attach priority over this Security Instrument; (b) yearly escrowed payments of ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the escrowed items and retain the difference as part of the Note.