1375 E. WOODFIELD ROAD SCHAUMBURG, IL 60195

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**BOX 333** 

1986 JUL 16 AH 10: 44

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LOAN # 1309.61-7

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 21

19.86. The mc gagor is THOMAS. H. JESSOP. AND JANICE A. JESSOP. HIS. WIFE. ("Borrower"). This Security Instrument is given to which is organized and existing under the laws of ... THE STATE OF MINNESOTA and whose address is ... 408 ST. PETIR STREET, 6TH FLOOR ST. PAUL, MN 55102 ("Lender"). Borrower owes Lende the principal sum of ... EIGHTY SEVEN THOUSAND AND NO/100 Dollars (U.S. \$ 87,000,00 ...). This debt is evidenced by Borrower's note 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 perform to ee of Borrower's covenants and agreements under this Security Instrument and 

LOT 16 IN BLOCK 5 IN PLUM GROV: CREEK PHASE 3, BEING A SUBDIVISION IN THE SOUTH EAST  $\frac{1}{2}$  OF SECTION 27 AND THE NORTH WEST  $\frac{1}{2}$  OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIS PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 20, 1930 AS DOCUMENT 25554065, IN COOK COUNTY, ILLINOIS.

02-07-202-017 Sm

THE MORTGAGEE MAY COLLECT A "LATE CHARGE" NOT TO EXCEED FOUR CENTS (4¢) FOR EACH DOLLAR (\$1) OF EACH PAYMENT MORE THAN FIFTEN (15) DAYS IN ARREARS TO TOPY'S OFFICE COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINGJENT PAYMENTS.

which has the address of 2800 PEBBLEBROOK LANE ROLLING MEADOWS

[Chy]

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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.

## UNOFFICIAL COPY

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rity Instrument as if the rider(s) were a part of this Security	mental to champets and agreements of this Secu
nore riders are executed by Borrower and recorded together with a sech such rider shall be incorporated into and shall amend and	
of homestead exemption in the Property.	
by this Security Instrument, Lender shall release this Security as any recordation costs.	Those between the survey of all annua secured
o the sums secured by this Security Instrument.	the street street and street attorneys' fees, and then t
by Lender or the receiver shall be applied first to payment of the cents, including, but not limited to, receiver's fees, premiums on	
ossession of and manage the Property and to collect the rents of	appleting receiver) aftell be entitled to enter upon, take p
r paragraph 19 or abandonment of the Property and at any time wowing judicial sale, Lender (in person, by agent or by judicially of	The little maintaine of any period of redemption follog
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nay foreclose this Security Instrument by Judicial proceeding.	。
may require immediate payment in full of all sums secured by	
to acceleration and foreclosure, If the default is not cared on or	
cial proceeding and sale of the Property. The notice shall further on and the right to assert in the foreclosure proceeding the non-	
arte specified in the notice may result in acceleration of the sums	definition to some the default on or before the d
hall specify; (a) the default; (b) the action required to cure the societe is given to Borrower, by which the default must be cured;	
rument (but not prior to acceleration ander paragraphs 13 and 17	Itaal Villagood aidt at basenare age to beginning and in the
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UNIFORM COVERANTS. Burrow ran Lee or case fram and agreets followy ( ).

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 CO Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and C 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 comments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall war slied: 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. Bo rower 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 obligation, 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 an' non which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation, recured 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 mis 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 tak; 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 racess 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 show 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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occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Encrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had Apparative test may apour to the containent before safe of the Property Justicument. One of the Contained in the footenty lingicument, or (b) entity of a judgment enforcing this Security Instrument. Those conditions are that Borrower contains a line and the Mote had no acceleration contained to gramment, including but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may require, including but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may require, including but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may require, to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation, to pay the secured by this Security Instrument shall continue unchanged. Upon reinstalement by Destroyer, this Security Instrument and the obligations secured better shall remain fully effective as if no acceleration had remedics 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 autorensent of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period use applicable is wear specify instrument before sale of the Property pursuant to any power of sale contained in the sequence. of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by J that finitument. It Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums acquired by this Security Instrument. However, this option shall not be exercised by Lender if exercises is prohibited by the soft the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period Le Rortwer's Copy. Borrower shall be given one conformed copy of the Note and of this Set arity Instrument.

If all or any part of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any instruments in it is sold or transferred on it a beneficial interest in Borrower is sold or transferred on it and a natural interest in it is sold or transferred or transferred or it is not a natural interest in it is not a natural interest in full of all sums Note are declared to be severable. Note conflors 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 in this perspraph.

This Security Instrument shall be governed by its dress law and the law of the security Instrument shall be governed by its last time and the law of the law of the law. jurisdiction in which the Property is located. In the event that any provision or clause of this Scaurity Instrument or the provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided first oless mail to Lender's address stat/d herein or any other address Lender designates by notice to Borrower. Any notice Troperty Address or any other address/Borrower designates by notice to Lender. Any potice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another me not. The notice shall be directed to the Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by Moticon may require immediate payment in full of all sums secured by this iculaty 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 rendering any provision of the Note or this Security Instrument unear readile according to its terms, Lender, at its option, permitted limits will be refunded to Borrower. Lender may choose to make this refund by reduction will be treated as a mater the Note or by making a direct payment to Borrower. I's refund reduces principal, the reduction will be treated as a permit prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactries or expiration of applicable laws has the effect of secreted to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded orion with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in If the loan secured by this Security Instrument is subject to a law which sets maximum loan notel , Cibe er or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrum at; and (c) agrees that Lender and any other Borrower may agree to extend, orrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's covera 's and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey instrument but does not execute the '46.te: (a) is co-signing this Security Instrument only to mortgage, grant and convey abell not be a waiver of or produce the exercise of any right or remedy.

It. Successore and Several Liability; Co-signers.

The covenants and agreements of the provisions that Several Liability in the provisions that Several bit of the provisions that Several Liability is a Borrower, subject to the provisions that Several Liability is a several successore and assigns of Lender and Borrower, subject to the provisions of Lender and Lender payment of otherwise motify amortization of the sums secured by this Security Instrument by reason of any demand made by the or principle of increases of the sum is successors in interest. Any forbearance by Lender in exercising any right or remedy serest of Borrow or half not operate to release the liability of the original Borrower or Borrower's successors in interest or refuse to extend time for small not to refuse to extend time for spore in 1.2 se deterof the mouthly payments referred to in paragraphs I and 2 or change the amount of such payments.

See Marker. Extension of the sums secured by this Security Instrument granted by Lender to any successor in members or a continuous of the sums secured by this Security Instrument granted by Lender to any successor in the sum as a secure of the sum as secured by this Security Instrument granted by Lender to any successor in the sum as a secure of the sum as secured by this Security Instrument granted by Lender to any successor in the sum as a secure of the sum as a secure o to the sums secured by this Security Instrument, whether or not then due.
Unline Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or make an award or settle a claim for damages, Borrower fuils to respond to Lender within 30 days after the date the notice is given. Lender is mainerized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or paid to Borrower that the condemnor offers to frence by Lender to Borrower that the condemnor offers to if the Property is abandoned by Borrower, or it, after notice by Lender within 30 days after the date the notice is wakes Borrower and Lenter otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the following fraction: (a) the total amount of the sums secured by the following fraction: (a) the total amount of the sums secured by balance shall be before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be In the event of a post of the Property, the proceeds shall be applied to the sums secured by this Security. Estrument, whether or act then due, with any excess paid to Borrower. In the event of a partial taking of the Property, gned and shall be paid to Lender.

conserved that pay the premiums required to maintain the insurance in effect until such time as the requirement for the best conserved in secondance with Borrower's and Lender's written agreement or applicable law.

Lapsettes. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender the proceeds of any part of claim for damages, direct or consequential, in connection with the proceeds of any award or claim for damages, direct or consequential, in connection with the connection with the proceeds of any part of the Property, or for conveyance in lieu of condennation or other taking of any part of the Property, or for conveyance in lieu of condennation, are hereby

If sender required mortgage insurance as a condition of making the loan accured by this Security Instrument,