

# UNOFFICIAL COPY

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## MORTGAGE

553761-4

THIS MORTGAGE ("Security Instrument") is given on JULY 22  
1986 The mortgagor is WILLIAM G. KAUPERT AND LINDA S. KAUPERT, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to GOLDOME REALTY CREDIT CORP.

which is organized and existing under the laws of THE STATE OF MARYLAND , and whose address is  
1 FOUNTAIN PLAZA  
BUFFALO, NEW YORK 14203  
("Lender").  
Borrower owes Lender the principal sum of  
SIXTY THOUSAND AND NO/100---

Dollars (U.S.) 60,000.00 ). 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 AUGUST 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 1 IN BLOCK 11 IN KRENN AND DATO'S CRAWFORD-PETERSON ADDITION TO NORTH EDGEWATER BEING A SUBDIVISION OF THE NORTHEAST FRACTIONAL 1/4 (EXCEPT THE NORTH 42 RODS THEREOF) AND FRACTIONAL SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF INDIAN BOUNDARY LINE (EXCEPTING FROM ABOVE DESCRIBED TRACT OF LAND THAT PART THEREOF THAT LIES SOUTH OF A LINE THAT IS 100 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF PETERSON AVENUE, EXTENDING WEST, EXCEPTING ALSO RIGHTS OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY, IN COOK COUNTY, ILLINOIS.

13-03-218-022

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which has the address of 6166 NORTH KILDARE AVENUE , CHICAGO  
(Street) (City)  
Illinois 60646 ("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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500 PARK BOULEVARD-SUITE 1275  
ITASCA, ILLINOIS 60143-2681  
SOLDOME REALTY CREDIT CORP.

MAIL *[Signature]*  
RECORD AND RETURN TO:  
ROXANNE BLIGHT  
NOTARY PUBLIC  
PREPARED BY: IL 60143-2681

My Commission expires: 11/19/91

Given under my hand and official seal, this 22 day of July, 19 82

set forth,

signed and delivered the said instrument at THIS PLACE  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

, personally known to me to be the same person(s) whose name is MARY

do hereby certify that WILLIAM G. KAUFERT AND LINDA S. KAUFERT, HUSBAND AND WIFE  
, Notary Public in and for said county and state,

COOK County ss:

STATE OF ILLINOIS.

[Space Below This Line for Acknowledgment]

-Borrower  
(Seal)

RECEIVED DEPT. 10-10-1982  
RECEIVED 10-10-1982 5750 N.W. 44TH  
RECEIVED 10-10-1982 5750 N.W. 44TH  
RECEIVED 10-10-1982 5750 N.W. 44TH

LINDA S. KAUFERT/HIS WIFE  
William G. Kaufert  
WILLIAM G. KAUFERT  
William G. Kaufert  
-Borrower  
(Seal)

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

- Other(s) [Specify]       Grandfathered Rider       Planned Unit Development Rider       condominium Rider       2-4 Family Rider

Instrument the co-managers and agreeents of this Security Instrument as if the rider(s) were a part of this Security  
23. Rider to this Security Instrument, if one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the co-managers and agreeents of each such rider shall be incorporated into and shall amend and  
supplement the co-managers and agreeents of this Security Instrument as if the rider(s) were a part of this Security

22. Waiver of Homestead, Borrower waives all right of homestead excepted by law

Instrument without charge to Borrower, Borrower shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
receivers bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument, receivers fees, premiums on  
the Property including those collected by Lender but not limited to collectors fees, premiums on the rents of  
appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of  
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
but not limited to, reasonable attorney fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,  
this Security Instrument may require immediate payment in full of all sums secured by  
before the date specified in the notice, Lender at its option may require immediate payment in full of the non-  
inform Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the non-  
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further  
and (d) that failure to cure the defect before the date specified in the notice may result in acceleration of the sums  
debt; (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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the  
breach of any covenant or agreement prior to acceleration following Borrower's

NON-UNIFORM COVENANTS. Lender and Borrower shall give notice to Borrower to accelerate following Borrower's  
failure to perform any covenant or agreement prior to acceleration following Borrower's  
breach of any covenant or agreement prior to acceleration following Borrower's  
unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the  
debt; (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 defect before the date specified in the notice may result in acceleration of the sums  
debt; (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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the  
breach of any covenant or agreement prior to acceleration following Borrower's

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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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Any amounts disbursed by Borrower under this paragraph 7 shall become additional debt of Borrower secured by this Security Lien 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.

7. Protection of Lennder'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 Lennder's rights in the Property under this insurance, Lennder agrees to the manager in writing.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or subdivide any change in 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 lesseehold and

Unless a Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone payment of any monthly pymt unless the pymt is at least 120 days late. If a pymt is more than 120 days late, the entire unpaid amount plus interest accrued prior to the acquisition date shall be due and payable immediately.

The Proprietary 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.

Proprietary information of recipient is economic ally valuable and Leander's security is not lessened. If the information contained in the communication is economic ally valuable, then Leander may use the facts to restore Borrower's banditous life Property, or does not answer within 30 days a notice from Leander within the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, within excess paid to Borrower. If offered to settle a claim, then Leander may collect the insurance proceeds. Leander may sue the facts to restore

All insurance policies and renewals shall be susceptible to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender receives a notice to the insurance company to cancel all receipts of paid premiums and renewals. In the event of loss, Borrower shall promptly give to Lender carter and 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

**5. Hazard Insurance.** Borrower shall keep the insurance premiums now existing or hereafter created on the Property insured against loss by fire, hazards included within the term, excepted 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 measured against Lender's property or equipment.

Note: third, to amounts payable under paragraph 2; fourth, to interests due; and last, to principal due.

4. Charges: Lenses, Jotter or other shall pay all taxes, assessments, charges, fines and impositions attributable to the property which shall pay thereby to the Securitry distributor, and less than payments of ground rents, if any, Borroower shall pay these debts over this Securitry distributor directly to the maner provided in paragraph 2, or if not paid in that manner, Borroower shall pay them on time directly to the person owed the amount by Borroower shall pay all amounts to be paid under this paragraph. If Borroower makes these payments directly, Borroower shall promptly furnish to Lender receipts evidencing the payments.

3. **Applicability of Payments.** Unless otherwise provided by law, payments received by Lender under the paragraphs 1 and 2 shall be applied first, to late charges due under Note; second, to prepayment charges due under the paragraphs 1 and 2 shall be applied first, to late charges due under Note; second, to prepayment charges due under the

amount necessary to make up the deficiency in one of those payments as required by Lender.

The Funds shall be held in an institution the deposits of which are insured by a federal or state agency (including Legendre if Legendre is such an institution). Legendre shall apply the Funds to pay the escrow items. Legendre may not charge for holding and applying the Funds, annualizing the account or verifying the escrow items, unless Lender may not charge for holding and applying the Funds, annualizing the account or verifying the escrow items. Lender may not interfere on the Funds and permit Lender to make such a charge. Borrowser and Lender may agree in writing that funds shall be paid on the Funds. Lender is responsible for all applicable law and regulations. Lender shall be responsible for any interest or fees 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 sums secured by this Security Instrument.

**1. Payment of Principal and Interest; Preparation and Lien for Covering and Agree as follows:**

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 made 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 priorly over this Security instrument; (b) yearly leasehold payments or ground rents on the property over this Security instrument; and (d) yearly motor-vehicle insurance premiums, if any. These items are called "screw items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future screw items.