

This instrument was prepared by: MARGARETTEN & COMPANY INC 950 W 175TH ST HOMEWOOD IL 604

MORTGAGE

62860616

August 22nd, 1786

THIS MORTGAGE ("Security Instrument") is given on

The mortgagor is

DANNY A. DWYEP. DIVORCED AND NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to MARGARETTEN & COMPANY, INC., a corporation which is organized and existing under the laws of the state of New Jersey, and whose address is 280 Maple Street, roth Amboy, New Jersey 08862 ("Lender"). Borrower owes Lender the principal sum of

Fifty-Five Thousand, and 00/100 Communication Communicatio 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 September 15th 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 s ims, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Porrower's covenants and agreements under this Security Instrument and the

Note. For this purpose, Borrower does hereby mortance, grant and convey to Lender the following described property located

UNIT 30 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN VILLAS DELTRAY CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22408626 AND AMENDED FROM TIME TO TIME, IN THE SAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 44 122AST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUP, ILLUMBUS PERMANENT TAX NO. 18-27-404-046-1030 2045 7634 9 88TH CT UNIT 30, JUSTICE, IL 80458

"Mortgagor also hereby grants and assigns to Margaretten & Company, inc., its successors and assigns, parking space no. p-30 as a limited common element as set forth and provided in the aforementioned declaration of condominium.

86-379041

T#4444 TRAN 0305 08/27/86 13:59:00 #7551 1 \* - 36-379041

which has the address of

S BETH CT UNIT 30 7634

JUSTICE, IL 60458

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.

MAIL Form 3014 12/83

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT 1L-709 (Rev. 7/84) Replaces 1L-705

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23. Milders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and

terest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the da 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 In-

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 excited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items who, thue, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as re-

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 12 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 of be applied: first, to late charges due usuer the Note; second, to prepayment charges due under the Note; third, to amounts payable under

paragraph 2; fourth, to interest due; and loss to principal due.

4. Charges; Liens. Borrower shall pare 1, 5 ces, 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 manther 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 a jounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evid noing 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 are ptable to Lender; (b) contests in good faith the lien by, or defends against the forcement of the lien in legal proceedings which in the Length'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 lier an accoment 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. Borrow is shall satisfy the lien or take one on more of the actions set forth above within 10 days of the giving of notice.

5. Hazard insurance. Borrower shall keep the improvements non-consting 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 Bor-

rower subject to Lender's approval which shall not be unreasonably withhe's

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 carr er a d 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 poiled 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, what her 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 code paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the P.or. its prior to the acquisition

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the securistion.

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 BENCH writing

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower falls 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.

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.

ne 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

charge to Borrower. Borrower, shall pay any recordation costs. sift chir sire Pon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without 

:102001119 not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security in by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but tion of any period of redemption following judicial sale. Lender (in person, by agent or by judicially 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 past due. Any rents collected

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, but not limited to, reasonable attorneys' fees and costs of title evidence.

25 Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiranotice steal turther inform Burrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-cutterion of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the dated specified in the notice, Lender at its option may require immediate payment in full of all sums accurring lastrument without ay result in acceleration of the sums accured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The given to morrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice The notice shall specify: (a) the default; (b) the action required to care the default; (c) a date, not less than 30 days from the date the notice is Agreement in this Security Instrument (but not prior to acceleration under paraginal or and a provides otherwise).

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

the case of acceleration under paragraphs 13 or 17, obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Prince of this Security Instrument shall continue unchanged. Upon reinstatement by Borroy e, this Security Instrument and the prince of this Security Instrument and the prince of the curred in enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums whi in then would be due under this Security Instrument, including, but not limited to, reasonable attorneys. (es and (d) takes such action as Lender informs this Security Instrument, including, but not limited to, reasonable attorneys. (es and (d) takes such action as Lender
included in enforcing this Security Instrument, including, but not limited to, reasonable attorneys. (es and (d) takes such action as Lender
included in enforcing this Security Instrument, including but not limited to, reasonable attorneys.) 18. Borrower's Right to Relaxate: If Borrower meets certain conditions, Borrower 'nall have right to have enforcement of this Security instrument discontinued at any time prior to the earlier of; (a) 5 days (or such that period as applicable law may specify for remaratement) before sale of the Property pursuant to any power of sale contained in this Se wity Instrument; or (b) entry of all udgment entratement before sale of the Property pursuant to any power of sale contained in this Se wity Instrument; or (b) entry of all udgment entrated in this Se with instrument; or (b) entry of all udgment entrated in this Se with instrument of the property pursuant to the Property pursuant to the Property pursuant to the Property Property pursuant to the Property Proper

fails to pay these sums prior to the expiration of this period, Lender may invoke any reasedness permitted by this Security Instrument without days from the date the hotteels delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower

consent. Lynder may, at its option, require immediate payment in full of all a ma secured by this Security Instrument. However, this option shall not be exercised by Lender If exercises this option, Lender shall give Borrower notice of acc. In The notice thall provide a period of not less than 30 If Lender exercises this option, Lender shall give Borrower motion of acc. In the notice thall provide a period of not less than 30 If Lender exercises this option, Lender shall give Borrower must not the notice that provide a period of not less than 30 If Lender exercises this option, Lender and the notice that the notice of acc. In the notice that provide a period of not less than 30 If Lender exercises this option, Lender and the notice of acc. In the notice that the notice that the notice of acc. In the notice of acc. In the notice that the notice of acc. In the notice that the notice of acc. In the notice that the notice that the notice of acc. In the notice that the notice that the notice of acc. In the notice that the notic Les Botrower's Copy. Botrower shall be given one conformed of the Note and this Security Instrument in it is sold or transferred (or if a beneficial interest in Botrower in B

flict shall not affect object of this Security Instrument in Note are declated to be severable.

To provisions of this Security Instrument and the Note are declated to be severable. Property is located, in the event that any provision or clause of this Security Instrument of the Note conflicts with applicable law, such con-

Governing Law; Severability. This Security Instituters shall be governed by federal law and the law of the jurisdiction in which the Bortower or Lender when given as provided in this paray anh. rower designates by notice to Lender. Any notice to Botrower. Any rate provided for in this Security Instrument shall be deemed to have been given to dress Lender designates by notice to Botrower. Any rate provided for in this Security Instrument shall be deemed to have been given to

shall take the steps specified in the second (s. Praph of paragraph 17.

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uns secured by this Security Instrument and may invoke any remedies permitted by paragraph 19, If Lender exercises this option; Lender partial prepayment without any pr & syment charge under the Mote of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unearty according to its terms, Lender, at its option, may require immediate payment in full of all Note or this Security Instrument unearty according to its terms, Lender, at its option, may require immediate payment in full of all

Loss Castrais, it is losn secured by the focus of the connection with the loan exceed the permitted limits, the national connection with the loan exceed the permitted limits, then the permitted limit; and (b) any sums already collected to the charge to the permitted limit; and (b) any sums already collected from Borrower which consider the collected from Borrower which considerable the crimited limit; will be refunded to Borrower. Lender may choose to make this refund by reducing the principal, the reducion will be treated as a machine may choose to make the construction will be treated as a machine may not be considered from the permitted may be requested as a machine may not be considered by reducing and the permitted as a machine may not be a made the construction will be treated as a machine may not be a construction will be treated as a machine may not be a constructed as a machine may not be a constructed as a machine may not be a construction will be treated as a machine may not be a constructed as a c

without that Borrows "!" consent. Instrument; (b) is rot rersonally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to stead, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Porsigning this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security 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 lint does not execute the Note: (a) is co-

or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of this Security instrument. reason of any demand made by the original Borrower or Borrower's successors in interest, Any forbearance by Lender in exercising any right cessor in interest or refuse to extend time for payment of otherwise modify amortization of the sunis secured by this Security Instrument by 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 successors in interest. Lender, shall not be required to commence proceedings against any successors in interest. Lender, shall not be required to some or Borrower's successors in interest. Lender, shall not be required to some or Borrower's successors in interest. Lender, shall not be required to some or Borrower's successors in interest. Lender, shall not be required to some or Borrower's successors in interest. Lender, shall not be required to some or Borrower's successors in interest.

Unless Lender and Borrower Cherwise sgree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments.

16. Borrower Not Released; Forbestrance By Lender, Not a Waiver. Extension of the time for payment or modification of amortization of the time for payment or modification of amortization of the time for payment or proceed in the contract of a forbest of a fo

whether or not then due. tle 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,

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or setbefore the taking. Any balance shall be paid to Borrower. 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

THIS CONDOMINIUM RIDER is made this 22nd day of August, 19 86, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MARGARETTEN & COMPANY, INC., a corporation organized and existing under the laws of the state of New Jersey (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7634 S 98TH CT UNIT 30 , JUSTICE, IL 60458

Property Addres

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

VILLAS DEL-RAY CONDOMINIUM

Name of Condominium Project

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. CONDOMINION OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Pocuments. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all due and assessments imposed pursuant to the Constituent Documents.
- B. HAZARD INSURANCE So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," ther:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Propert whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security in rument, with any excess paid to Borrower.

- C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any prit of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are here av assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument is provided in Uniform Covenant 9.
- E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, e.cep) for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then I ender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secure 2 by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Laure Que	Borrower
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