

# UNOFFICIAL COPY

Loan No: 0151016887

87420775

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 13, 1987. The mortgagor is PATRICIA A. DORE, A WIDOW ("Borrower"). This Security Instrument is given to SHELTER MORTGAGE CORPORATION, which is organized and existing under the laws of the State of Wisconsin, and whose address is 1375 East Schaumburg Road #220, Schaumburg, IL 60194. ("Lender"). Borrower owes Lender the principal sum of FIFTY THOUSAND AND NO / 100 Dollars (U.S. \$.....50000.00....). 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 01, 2002. 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 23 IN BLOCK 4 IN ARLINGTON COUNTRYSIDE UNIT 2 BEING A SUB-DIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX KEY NO: 03-21-302-005-0000 ✓

ECD  
FBI

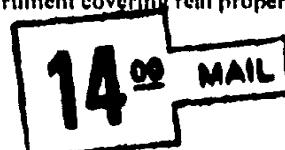
DEPT-C1 RECORDING \$10.25  
THURSDAY THAN 1487 07/30/87 15:45:00  
#0581 #D 4-37-424-775  
COOK COUNTY RECORDER

✓ which has the address of 1515 EAST OLIVE STREET ARLINGTON HEIGHTS  
60004 [Street] [City]  
Illinois ..... ("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 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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NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless a applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default; (b) the date, not less than 30 days from the date of the notice, by which the default must be cured; and (c) that failure to cure the default on or before the date specified in the notice may result in acceleration of the note. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument, [Check applicable box(es)]

20. Lender in Possession. 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 judgment) shall be entitled to collect all sums secured by this Security Interest.

21. Release. Upon payment of all sums secured by this Security Interest, Lender shall release this Security interest in those properties held as security for the note, and then to the summa secured by this Security Interest.

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

23. Right to this Security Interest. If one or more riders are executed by Borrower and recorded together with this Security Interest, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Interest as if the rider(s) were a part of this Security Interest.

24. Right to Borrower. By signing below, Borrower accepts to the terms and covenants contained in this Security 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 instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Interest as if the rider(s) were a part of this Security Interest.

I, DAVID W. BELLOWS, a Notary Public in and for said County and State,

do hereby certify that PATRICIA A. DORE, a widow

and subscriber to the foregoing instrument, appeared before me this day in person,

and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 13th day of July, 1987.

DAVID W. BELLOWS  
NOTARIAL SEAL

Notary Public, State of Illinois  
My Commission Expires 7/17/88

RETURN TO: Sheltor Mortgage Corporation  
1375 East Schauburg Road, #220  
Schaumburg, IL 60194

This instrument drafted by: TAMERA ANN REUM

7/17/89

My commission expires:

STATE OF ILLINOIS, COOK COUNTY, and for said County and State,

County ss:

COOK

7/17/89

(Space below this line for acknowledgement)

\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
(Seal)

PATRICIA A. DORE  
\_\_\_\_\_  
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.

By SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security

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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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the date of distribution, unless Borrower and Lender under this paragraph 7, shall become additional debts of Borrower secured by this security instrument. Any amounts disbursed by Lender under this paragraph 7, shall be payable, with interest, upon notice from Lender to Borrower.

Lender may take action under this paragraph 7, Lender does not have to do so.

Lender may, upon payment in full, release reasonable attorney fees and costs of defending on the Property to make repairs. Although

repairs may be required by Lender, such amounts may include paying any sums received by a lien which has priority over this security instrument, Lender may proceed to collect the value of the Property and Lender's rights in the Property (such as a lien or charge in bankruptcy, probability of conveyance or to encumber laws or regulations), which is necessary to protect the Property and Lender's rights.

Lender retains and conveys in this Security Instrument, or title to a legal proceeding that may significantly affect conveyments and agreements contained in this Security Instrument, or title to the property to Lender in the event of a merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Borrower otherwise to deteriorate or damage. If this Security Instrument is on a leasehold,

6. Reservation and Release of Lender's Rights in Leaseholds. Borrower shall not destroy, damage or subdivide

any equipment installed prior to the acquisition of the property.

7. Protection of Lender's Rights in the Property; Lender shall not merge in writing.

Borrower shall not merge unless Lender agrees to the merger, the Borrower acquires fee title to the property, the leasehold and change the Property, allow the Borrower otherwise to deteriorate or damage. If this Security Instrument is on a leasehold,

8. Preservation of Lessee's Rights in Leases. Any application of proceeds to principal, damage or subdivision of

leases, Lender shall not merge by Lender to the extent of the amounts secured by this Security

from property or to pay sums secured by this Security instrument, whether or not then due. The third day period will begin when the property or to settle a claim, then Lender may collect the insurance proceeds. Lender may sue the creditor or trustee offered to abandon the property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security instrument, whether or not then due. With any insurance proceeds shall be reduced to the extent of the amount of the principal of the insurance proceeds shall be repaid to the Lender in writing, if the lessor is economically feasible and Lessor's security is not lessened. If the

lessee Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

of the property damaged, if the lessor is unable to make prompt payment by Borrower, shall give notice to Lender

all receipts of paid premiums and renewals. If Lender requires, Borrower shall include a standard mortgage clause.

All insurance policies and renewals shall be acceptable to Lender and renewals notices. In the event of loss, Borrower shall give notice to Lender,

Lender shall have the right to hold the policies and renewals. If Lender receives notice to Lender that the insurance coverage shall keep the insurance premiums and renewals notices. In the event of loss, Borrower shall provide a standard mortgage clause.

5. Hazard Insurance. Borrower shall provide the insurance coverage to Lender for the time period specified to Lender

measured against loss by fire, hazards included within the term, "extreme and coverage" and any other hazards for which Lender

requires insurance that may affect the property or its fixtures, Borrower shall receive approval within 10 days

of the giving of notice. This insurance shall be maintained in the amount and for the periods that any part of

the property is satisfactory to Lender, subject to a later date for this Security instrument, Lender may give Borrower a

agreement in the enforcement of this lien for future of the Lender shall pay all taxes, assessments, charges, fines and impositions attributable to the

liability of the Lender, or default in, legal proceedings which in the Lender's opinion operate to the good

agreements in writing to the obligation, incurred by the Lender in a manner acceptable to Lender; (b) contestants in good

faith the Lender shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a)

Note: third, to amounts payable, under paragraph 2; fourth, to late charges due under the Note; second, to preparement charged due under the Note; first, to amounts payable, under paragraph 3.

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under

paragraphs 1 and 2 shall be applied: First, to late charges due under the Note; second, to preparement charged due under the Note; third, to amounts payable, under paragraph 3.

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

liability of the Lender, or default in, legal proceedings which in the Lender's opinion operate to the good

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