

UNOFFICIAL COPY

87472822

DEPT 01
WT\$0003 TRAN#694 08/27/87 09:29:00
#03694 C ** 87-472822
COOK COUNTY RECORDER

[Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 21..... 19....87.. The mortgagor isWILLIAM R. MC DONALD AND SALLY A. MC DONALD HIS WIFE..... ("Borrower"). This Security Instrument is given to..... MID-AMERICA MORTGAGE CORPORATION..... which is organized and existing under the laws of....A F. STATE OF....ILLINOIS....., and whose address is7667...WEST 95TH STREET..... HICKORY HILLS....ILLINOIS....60457..... ("Lender"). Borrower owes Lender the principal sum ofONE HUNDRED THOUSAND AND NO/100..... Dollars (U.S. \$...100,000.00.....). 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 SEPTEMBER 1,...2017..... 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 A IN O. RUETER AND COMPANY'S SYLVAN COURT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT TAX NO.: 32-07-203-001 VOL 11 K

THIS INSTRUMENT WAS PREPARED BY: JANICE RAVE..... AFTER RECORDING RETURN TO: MID-AMERICA MORTGAGE CORPORATION..... 7667 WEST 95TH STREET..... HICKORY HILLS, ILLINOIS 60457.....



which has the address of 1816 SYLVAN COURT..... (Street) FLOSSMOOR..... (City)

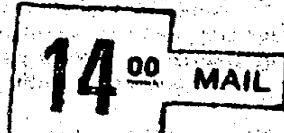
Illinois 60422 ("Property Address");
[Zip Code]

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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT



Form 3014 12/83

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This instrument is a copy of the original instrument filed with the Secretary of State on [REDACTED] and is being used by the Lender to accelerate the debt due on [REDACTED] and to foreclose on the property located at [REDACTED]. This instrument is subject to all prior instruments and agreements recorded on or before the date hereof.

(Space Below This Line Reserved For Lender and Recorder)

87412822

8/30/89

My Commission Expenses:

Given under my hand and official seal, this 21st day of AUGUST 1987

I, WILLIAM R. MC DONALD AND SALLY A. MC DONALD, HIS WIFE, do hereby certify that WILLIAM R. MC DONALD AND SALLY A. MC DONALD, HIS WIFE, signed and delivered the said instrument, free and voluntarily at their subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that, I, he, X, personally known to me to be the same person(s) whose name(s) are

hereby certified that WILLIAM R. MC DONALD AND SALLY A. MC DONALD, HIS WIFE, are

I, THE UNDERSIGNED, Notary Public in and for said county and state, County ass: SALLY A. MC DONALD (Seal)

(Space Below This Line for Acknowledgment)

SAY I, WILLIAM R. MC DONALD, BORROWER (Seal)

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

BY SIGNING BELOW, Borrower agrees to the terms and covenants contained in this Security Instrument and acknowledge receipt of more rights are executed by Borrower and recorded together with

Adjustable P. Vm n Rider Planned Unit Development Rider 2-4 Family Rider Condominium Rider Adjustable P. Vm n Rider Other(s) [Specify]

Instrument which contains and agreements of this Security Instrument as if the rider(s) were a part of this Security

23. Rider, or this Security Instrument if one or more rights are executed by Borrower and recorded together with

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

21. Release. Upon payment of all sums secured by this Security instrument without charge to Borrower. Borrower shall pay any recodation costs.

the Property including those rights which Borrower may have in the property, less, and such to the sums secured by this Security instrument. Lender shall receive his rights to collect the rents of the

20. Lender in Possession. Upon delivery of the instrument, Lender (in possession of the instrument) shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

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

Lender shall be entitled to collect all expenses incurred in the notice, Lender after its option may foreclose this Security instrument by sale of all sums secured by

this Security instrument without notice, Lender may foreclose this Security instrument if all sums secured by

before the date specified in the notice, Lender may foreclose this Security instrument if all sums secured by

extinction of a default or any other default of Borrower to accelerate and foreclose. Lender is not cured on or

inform Borrower of the right to reinstate acceleration and foreclose. Lender is not cured on or

secured by this Security instrument, foreclosure by judicial proceeding the non-

and (d) that failure to cure the debt due on the date specified in the notice must be cured;

unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 unless breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the

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

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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 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 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 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 Payments. 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 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. Borrower 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 obligations 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 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 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 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. Borrower shall satisfy the lien or take 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 "exterior 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 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, 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 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 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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ILLINOIS - Single Family-FARMLAND INSTRUMENT
Form 301A 12/83

Property of Cook County Sheriff's Office RECEIVED CIRCA 2015 SEARCHED INDEXED FILED	<p>MORTGAGE</p> <p>19. 87 The Mortgagee is MELVIN K. MC DONALD AND SALLY A. MC DONALD, HIS WIFE MID-AMERICAN MORTGAGE CORPORATION, THIS SECURITY INSTRUMENT IS GIVEN TO BOTTOWER L.D. MEKITA, ON ONE HUNDRED THOUSAND AND NO/100. BOTTOWER OWES L.D. MEKITA THE PRINCIPAL SUM OF \$100,000.00. THIS DEBT IS EVIDENCED BY BOTTOWER'S NOTE MADE THE SAME DATE AS THIS SECURITY INSTRUMENT ("NOTE"), WHICH PROVIDES FOR MONTHLY PAYMENTS, WITH THE FULL PAID CERTAIN, DUE AND PAYABLE ON SEPTEMBER 1, 2017. THIS SECURITY INSTRUMENT SECURES TO LENDER: (a) THE REPAYMENT OF ALL OTHER SUMS, WITH INTEREST, ADVANCED UNDER PARAGRAPH 7 TO PROTECT THE SECURITY OF EXTENSIONS AND MODIFICATIONS; (b) THE REPAYMENT OF THE DEBT EVIDENCED BY THE NOTE, WITH INTEREST, AND ALL EXPENSES, INCLUDING SECURITY INTERIMMENTS, AND (c) THE PRINCIPAL OF BOTTOWER'S COVENANTS AND AGREEMENTS UNDERTAKEN UNDER THIS SECURITY INSTRUMENT AND THE NOTE. FOR THIS PURPOSE, BOTTOWER AGREES HEREBY TO LENDER THE FOLLOWING DESCRIBED PROPERTY LOCATED IN COOK COUNTY, ILLINOIS: LOT A IN O. RUELET AND COMAN'S SYLVAN COURT SUBDIVISION, BEING 14, SUBDIVISION IN THE SOUTH 1/2 OF THE NORWICH EAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. THIS INSTRUMENT WAS PREPARED BY JANICE AVIE AFTER RECORDING RETURNED BY: JANICE AVIE MID-AMERICAN MORTGAGE CORPORATION 7667 WEST 95TH STREET HICKORY HILLS, IL 60457 PERMANENT TAX NO.: 32-07-203-001-11-1-K TAX NO.: 32-07-203-001-11-1-K which has the address of 1816 SYLVAN COURT FLOSSMOR ILLINOIS 60422</p>
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515060515
5/15/2009

87A72822

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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 to cure 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (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 default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without 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.

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 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 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 not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 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 Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) [specify]

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

WILLIAM R. MC DONALD (Seal)

SALLY A. MC DONALD (Seal)

STATE OF ILLINOIS.....

County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that... WILLIAM R. MC DONALD AND SALLY A. MC DONALD, HIS WIFE personally known to me to be the same person(s), whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . T. he . Y. signed and delivered the said instrument as . . . THEIR . . . free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this . . . 21ST . . . day of . . . AUGUST . . . 1987.

My Commission expires:

2/20/89

(Space Below This Line Reserved For Lender and Recorder)

