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(Space Above This Line For Recording Data)	
INSTRUMENT PREPARED BY MORTGAGE	
THIS MORTGAGE ('Security Instrument') is given on SEPTEMBER 18, 1987 The my dg gor is DONALD L. BRENNER, A SINGLE PERSON	•••••
	•••••
THE PRUDENTIAL IXSURANCE COMPANY OF AMERICA, which is organized and exist under the laws of THE STATE OF NEW JERSEY, and whose address is 745 BROAD ST., NEWARK NEW JERSEY 07101 Borrower owes Lender the principal sum of FORTY THOUSAND AND NO/100	ting r*) .
Dollars (U.S. \$ 40,000.00	ient and this and erty
LOT 29 IN TIERRA GRANDE, UNIT #3, BEIN, A SUBDIVISION OF PART OF SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 35 HORTH, RANGE 13, EAST OF T THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. PIN: 31-03-4/2-023 & CO	
	; ;
THIS IS A REFINANCE	
THE MORTGAGOR(S) AGREE TO PAY A LATE PAYMENT SERVICE CHARGE HOT TO EXCEED FOUR (4) CENTS FOR EACH DOLLAR (\$1.00) FOR EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS.	ם
which has the address of 18851 WILLOW COURT COUNTRY CLUB HILLS	S
Himols (*Property Address*); (Zip Code)	
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rig apportenances, rents, royalites, mineral, oil and gas rights and profits, water rights and stock and all fixtures now hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of foregoing is referred to in this Security Instrument as the 'Property.'	or
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of reco Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to a	ord.

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.

encombrances of record.

Property of Cook County Clark's Office

87530536

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 puld, Lender shall not be required to pay Borrower any interest or carnings 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 Horrower's ordina, either promptly regald to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the runds held by Lender is not sufficient to pay the escrow liems 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 nequired by Lender, Lender shall apply, no inter-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 do sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I 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. Borrowe s in 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 number. Borrower shall pay them on time directly to the person awid payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower of aces these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Horrower shall promptly discharge any liet which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secure of the flen in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the den by, legal proceedings, which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any par of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this facturity Instrument. If Lender determines that any part of the Property is subject to a flea which may attain priority over this Security Instrument. Leader may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth inhove within 10 days of the giving of notice,

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and fr., the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by florrower 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 regulres, borrow's shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall gl., prempt 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 any fied to restoration, or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security a not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insuran e proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess pint to Borrower. If Horrower abandons the Property, or does not answer within 30 days a notice from Lender that the base ance carrier has offered to settle a claim, then Lender may callect the insurance proceeds. Lender may use the proceeds to epair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day per a 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[7]ff under paragraph 19 the Property is acquired by Londer, 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 whate. 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 dishursed 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 dishursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

INOFFICIAL:GOPY。

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 Londer'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. Lendar 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 dots of the monthly payments referred to in paragraphs. I and 2 or change the amount of such payments.

10. Bor. over. Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

modification of magazine of the sums secured by this Security Instrument granted by Lender to any successor in interest of Burrower 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 and a amortization of the sums secured by this. Security instrument by reason of any demand made by the original Borrower of Eurower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prestures the exercise of any right or remedy.

11. Successors and Assign, Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bird 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 deep. (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 necommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

If the lonn secured by this Security Instrument is subject to a law which sets maximum lonn 12. Loan Charges. charges, and that law is finally interpreted so that A. Interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, them (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 propayment without any propayment chargo under the Note

13. Legislation Affecting Lender's Rights. If enactment of expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument, unenforce of ecording to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Soci rity instrument and may lavoke 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 mniling 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 pastice 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 of Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this S curity Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security had given or the Note which can be given effect without the conflicting provision. To this and the provisions of this Security instrument and the

Note are declared to he 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 Lendor's prior written consent, Lendor 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 neceleration. 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 florrower falls 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 relastatement) before sale of the Proporty 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.

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 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 c, 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 specifical 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 a collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, recombbe attorneys' fees and costs of title evidence.

20. Lender in Possession: Coon neceleration 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 prior to the expiration of any period of redemption following judicial sale.

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

21. Release. Upon payment of all sums recur of 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 a) 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 in trument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

La Adjustable Rate Rider (4)	Condom num Rider	(2 - 4 Framily Rider	
Graduated Payment Ridor	Planned Unit Oscolopment Ric	lor	
Other(s) (specify)			
BY SIGNING BELOW, Borrower accepts and ag	rees to the terms and covenant; eq.	atained in this Security Instrument and in	
mny rider(s) executed by Horrower and recorded with it.	0	2/10	
	Sent) Longer	Zana (Seal)	
Printer and the second	DONALD L.	BRENNET	
	Soul)	(Seal)	
Notary Public, State of Illinois My Commission Expires 10/30/90		.0	
***************************************	Sent)rower	(Sunt)	
(Space Below This Line For Acknowledgement)			

State of Illinois County of Kankakoo

T . . .

I, the undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That Donald L. Brenner personally known to me to be the same person whose names is subscirbed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 18th day of September, 1987.

Aroberty or Coot County Clerk's

ADJUSTABLE RATE RIDER (1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 18 day of SEPTEMBER,

19 87, 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 Adjustable Rate Note (the "Note") to THE PRUDENTIAL INSURANCE COMPANY

OF AMERICA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

18851 WILLOW COURT, COUNTRY CLUB WILLS, IL 60477

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provider for an initial interest rate of $\frac{7.750}{2}$. The Note provides for changes in the interest rate and the monthly payments, as follows:

- 4. INTEREST RATE AND MON'TH Y PAYMENT CHANGES
 - (A) Change Dates

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The interest rate I will pay may change on the first day of 'OCTOBER 1 , 1988, and on that day every 12th month thereafter. Each date on which my interest rate could clange is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yill on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Horrer will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Refore each Change Date, the Note Holder will calculate my new interest rate by adding and AMD percentage points (2.875 Z) to the Correct Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125Z). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.750 % or less than 5.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.875 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in m_Y interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Coverant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. 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 low as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Linder.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transfered to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The octice shall provide a period of not less than 30 days from the date the notice is colivered 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

DONALD L. BRENNER

(Seal)

Borrower

DEPT-01 T-00003 TRAN 9460 08/29/87 11:51:00 +8647 + C *-87-530536

COOK COUNTY RECORDER

87530536

Description of Cook County Clerk's Office