

60 UNOFFICIAL COPY

Prepared by:
Gary Wheaton Bank
Wheaton, IL

87018167

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 30
1986 The mortgagor is ROBERT H. LOKEN AND CAROL A. LOKEN, HIS WIFE

("Borrower"). This Security Instrument is given to GARY-WHEATON BANK which is organized and existing under the laws of THE STATE OF ILLINOIS 120 E. WESLEY, WHEATON, ILLINOIS 60187 , and whose address is ("Lender").
Borrower owes Lender the principal sum of SEVENTY THOUSAND AND NO/100—

Dollars (U.S. \$ 70,000.00). 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 JANUARY 1, 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 28 IN KEMPSTON COUNTPSIDE, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 04-33-104-001-0000X

DEFT-01 \$13.25
T#1111 TRAN 0025.01/12/87 (0.00 00)
#0511 *C *87-018167
CODE CO. INT'L RECORDER

which has the address of 1350

LONGMEADOW
[Street]

GLENVIEW

(City)

Illinois

60025
[Zip Code]

("Property Address");

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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

VMP - 6 (IL)

VMP MORTGAGE FORMS • (313) 792-4700

13.00 MAIL

Form 3014 12/83

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MAIL TO

My Commission Expires November 21, 1987

My Commission expires:

stricken under my hand and omcial seal, this
30th day of December, 1986.

Set forth.

; Person(s) known to me to be the same person(s) whose name(s) appear subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

do hereby certify that ROBERT H. LOCHN AND CAROL A. LOCHN

...a Notary Public in and for said county and state.

County ss:

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STATE OF ILLINOIS,

[Space Below This Line for Acknowledgment]

Seal _____ **Borrower** _____

(Seal) -Borrpower

Robert A. Loken
ROBERT H. LOKEN
—Borrower
—(Signature)
—Borrower
—(Signature)
CAROL A. LOKEN/HIS WIFE
—Borrower
—(Signature)

78 839 1
S. 10, the terms and conditions contained in this security
agreement will be binding upon the parties.

BY SIGNING BELOW, I accept(s) the terms and conditions contained in this Security.

22. WHETHER OR HOMESTEAD, BOTTOWER WANTS ALL THREE OF HOMESTEAD EXEMPTION IN THE PROPERTY.
 23. RIDERS TO THIS SECURITY INSTRUMENT. IF ONE OR MORE RIDERS ARE EXECUTED BY BOTTOWER AND RECORDED TOGETHER WITH THIS SECURITY INSTRUMENT, THE COVENANTS AND AGREEMENTS OF EACH SUCH RIDER SHALL BE INCORPORATED INTO AND SHALL AMEND AND SUPPLEMENT [CHECK APPROPRIATE BOX(S)]
 24. FAMILY RIDER
 25. CONDOMINIUM RIDER
 26. ADJUSTABLE RATE RIDER
 27. SECURITY AGREEMENT [CHECK APPROPRIATE BOX(S)]
 28. GRADUATED PAYMENT RIDER
 29. PLANNED UNIT DEVELOPMENT RIDER
 30. OTHERS [SPECIFY]

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless specifically set forth elsewhere). The notice shall specify: (a) the date of default; (b) the action required to cure the default; (c) a date, not earlier 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 as specified in the notice will result in the notice being reissued and sale of the sums secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to accelerate after the right to sue has been waived. The notice shall further advise Lender of its rights to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including but not limited to, reasonable attorney's fees and costs of title evidence.

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

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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; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Any amounts disbursed by 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 the date of disbursement to the Lender, with interest bearing interest from the date of payment to the Lender to Borrower requesting payment.

tee title shall not merge unless Lender's Rights to the merger in writing.
7. Protection of Lender's Rights in the Security Interest, or otherwise is a legal proceeding that may significantly affect covenants and agreements contained in this Agreement. If Borrower fails to perform the obligations under this Agreement, Lender does not have to do so.

6. Preservation and Maintenance of Property; Leaseshelds. Borrower shall not destroy, damage or sustainably change 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

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 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 interest.

Borrower abandoning the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has failed to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property until the notice is given.

Unless Lennder and Borrower otherwise agree in writing, insurance proceeds shall be applied to the repair of the Property damaged, if the restoration or repair is feasible and Lennder's security is not lessened. If the restoration or repair is not feasible or Lennder'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

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 policy and notices, if Lender's rights are violated. Barowner shall give prompt notice to the insurance carrier if premiums and renewals make payment of losses difficult.

5. Hazard Insurance. Borrower shall keep the insurance premiums now existing or hereafter erected on the Property measured against losses 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 for which Lender requires insurance. Premiums shall be paid to Lender's agent, subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall prominently disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation incurred by the lien in a manner acceptable to Lender; (b) consents 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 to subordinate the lien to this Security Instrument. If Lender determines that any part of the lien is subordinate to another lien or security interest, Lender may give Borrower a notice demanding that the lien be satisfied to Lender's satisfaction within 10 days of the giving of notice.

4. Charges/ Lines, Charterpower 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 due to the period covered by the instrument, Borroower shall promptly furnish to Lender notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promply furnish to Lender receipts evidencing the payments.

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.

If the due dates of the escrow items, shall exceed the amount required to pay the future monthly payments of Funds prior to the due date of the escrow items, either Borroower or Lender is not sufficient to pay the escrow items when due, the excess shall be, at Borroower's option, either promptly repaid to Borroower or credited to the escrow items on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borroower shall pay to Lender any amount necessary in order to make up the deficiency in one or more payments as required by Lender.

basis of current data and reasonable estimates of future escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay one-twelfth of (a) early taxes and assessments which may attain priority over this Security Instrument; (b) early leaseholder payments of gross rents on the property, if any; (c) early 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

1. Payment of Principal and Interest - Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges.