

1987 MAR 24 PM 1:04

87154623

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... July 29, 19...86.. The mortgagor is ....MARK E. JOHNSON AND CYNTHIA A. JOHNSON, his wife..... ("Borrower"). This Security Instrument is given to ..... FAIRFIELD SAVINGS AND LOAN ASSOCIATION....., which is organized and existing under the laws of ..... STATE OF ILLINOIS....., and whose address is ..... Old McHenry Road & Route 83... Long Grove, Illinois 60047..... ("Lender"). Borrower owes Lender the principal sum of ..... ONE HUNDRED SEVENTEEN THOUSAND, ONE HUNDRED AND NO/100..... Dollars (U.S. \$....117,100.00.....). 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, 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 one hundred ninety in Cutter's Mill Unit three (3) being a Subdivision of part of the Southwest quarter (1/4) of Section seventeen (17), Township forty-one (41) North, Range ten (10), East of the Third Principal Meridian in Cook County, Village of Schaumburg, Illinois.

13<sup>00</sup>

P.I.# 07-17-301-002-0000 X

70 96 993 2 two of two

bust  
743954

which has the address of ..... 1606 Green River Drive ..... Schaumburg .....  
 (Street) ..... [City]  
 Illinois ..... 60194 ..... ("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.

87154623

BOX 333

## UNOFFICIAL COPY

44771

This instrument was prepared by GILDAZ M. HARRIS, "MATERIALS, SERVICES AND LOAN ASSOCIATION".  
1000 MICHIGAN AVENUE, SUITE 1000, CHICAGO, ILLINOIS 60647  
Box 1190-HED

My Commission Expires Apr. 30, 1982

My Commission Expires:

Witness my hand and official seal this day of July 29th 1986.

(he, she, they)

executed said instrument for the purposes and uses herein set forth.

(this, her, their)

I have executed said acknowledgement said instrument to be **CHET E. MARK**, free and voluntarily act and deed and that before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, personally appeared **MARK E. JOHNSON AND CYNTHIA A. JOHNSON**, his wife, a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS  
COUNTY OF LAKE }  
} ss:

87154623

(Space Below This Line For Acknowledgment)

**CYNTHIA A. JOHNSON**  
Borrower  
(Seal)  
**MARK E. JOHNSON**  
Borrower  
(Seal)

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

- Other(s) [Specify] \_\_\_\_\_
- Graduated Payment Rider
- Planned Unit Development Rider
- Adjustable Rate Rider
- Condominium Rider
- 24 Family Rider

Instrument [Check applicable box(es)]  
Supplemental covenants and agreements of this Security instrument as if the rider(s) were a part of 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 this instrument. All rights, powers and immunitiess of the Lender shall be retained by the Lender.

23. Rider(s) to this Security instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the Lender shall be entitled to collect all sums due under this instrument.

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

Instrument without charge to Borrower shall pay any recordation costs.

21. Releasee. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower.

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 recompilation following judicial sale, Lender (in Person or by judicially appointed receiver) shall be entitled to collect all sums due under this instrument.

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 later than 30 days from the date the notice is given to Borrower, by which time the default must be cured); and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclose by judicial proceeding. If the notice shall further inform Borrower of the right to terminate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense to collection all expenses incurred in pursuing the remedies provided in this paragraph 19, including Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including.

18. Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.

17. Notices. Notice shall be given to Borrower to accelerate payment and sale of the Property. The notice shall further provide the date specified after acceleration and the right to assert in the foreclosure proceeding the non-

existence of a default or any other defense to collection all expenses incurred in pursuing the remedies provided in this paragraph 19, including Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including.

16. 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 later than 30 days from the date the notice is given to Borrower, by which time the default must be cured); and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the default must be cured;

15. Notices shall specify: (a) the default; (b) the action required to cure the default must be cured;

14. 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 later than 30 days from the date the notice is given to Borrower, by which time the default must be cured); and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclose by judicial proceeding. If the notice shall further inform Borrower of the right to terminate after acceleration and the right to assert in the foreclosure proceeding the non-

existence of a default or any other defense to collection all expenses incurred in pursuing the remedies provided in this paragraph 19, including Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including.

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

# UNOFFICIAL COPY

8 7 5 4 6 2 3

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.

8895128

# UNOFFICIAL COPY

1. Payment of Premiums 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 charged due to a state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, static agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, static agency (including Lender if Lender is such an institution). 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 Lender shall not be required to pay the escrow items when due, the due dates of the Funds held by Lender, either promptly repaid to Borrower or credited to pay the escrow items when due, at Borrower's option, shall exceed the amount required to pay the escrow items when due, the excess shall pay the 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 amount held by Lender prior to the sale of its security interest in the note or its acquisition by Lender, no later than Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall hold by Lender until application as a credit, or a debit, in full the amounts secured by this Security Instrument.

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 mortgage insurance premiums, if any; (c) yearly hazard insurance premiums; and (d) yearly leasehold payments for property, 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 depository of escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may agree in writing that Lender shall not be required to pay the escrow items when due, the due dates of the Funds held by Lender, either promptly repaid to Borrower or credited to pay the escrow items when due, at Borrower's option, shall exceed the amount required to pay the escrow items when due, the excess shall pay the 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 Lender the amount held by Lender prior to the sale of its security interest in the note or its acquisition by Lender, no later than Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall hold by Lender until application as a credit, or a debit, in full the amounts secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; and last, to principal due. 4. Charges; Attorney's Fees and Expenses. Unless applicable law provides otherwise, (a) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (b) consents in good faith to hold the rights to hold the policies and renewals. If Lender, and shall include a standard mortgage clause.

5. Hazard Insurance. Borrower shall keep the in progress now existing or exercisable on the Property of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give notice to Lender of all receipts of paid premiums and renewals notices. If Lender receives such notice to the insurance company within forty-eight hours of receiving the notice, Lender may make proof of loss if not made promptly by Borrower.

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, and shall include a standard mortgage clause. Lender and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property to the date of payment of the obligation accrued by the lien in a manner acceptable to Lender; (b) consents in good faith to hold the policies and renewals. If Lender, and shall include a standard mortgage clause.

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 leasedhold, Lenders' rights in the Property, 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, unless Borrower and Lender agree in writing that Lender may take action under this Paragraph 7, Lender does not have to do so.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenant and agreement contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, such as a bankruptcy, probate, for condemnation or to enforce laws or regulations, then Lender may take action under this Paragraph 7, Lender does not have to do so.

8. Disbursement of Funds. Unless Borrower and Lender agree in writing, Borrower shall pay all sums due on the basis of current data and reasonable estimates of future escrow items.