

# UNOFFICIAL COPY

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LOAN NUMBER: 09-58-71120

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 31**  
19 87 The mortgagor is **DONALD C. LYON AND LORA E. LYON, HIS WIFE**

("Borrower"). This Security Instrument is given to **SEARS MORTGAGE CORPORATION**  
which is organized and existing under the laws of **THE STATE OF OHIO**, and whose address is  
**300 KNIGHTSBURGE PARKWAY, #500, LINCOLNSHIRE, ILLINOIS 60069** ("Lender").  
Borrower owes Lender the principal sum of **SIXTY EIGHT THOUSAND AND NO/100**

Dollars (U.S. \$ **68,000.00**). 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 **APRIL 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 5 IN BLOCK 45 IN HOFFMAN ESTATES ILL., BEING A SUBDIVISION OF PART OF  
SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED ON SEPTEMBER 11, 1956, AS DOCUMENT NO.  
16693491, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE TAX NO.: 07 15-306-005-0000 VOLUME 187

440 83  
DEPT 31 \$16.25  
T40R03 TRAN 2416 04/06/87 16:42:00  
\$5935 C \*\*87-182184  
COOK COUNTY RECORDER

which has the address of:

**Illinois 60194**

(Zip Code)

700 MOHAVE STREET

(Street)

("Property Address");

HOFFMAN ESTATES

(City)

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.

\$16.00 MAIL

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

V10 - 6 (IL)

VMP MORTGAGE FORMS • (313) 792-4700 • (800) 821-7291

Form 3014 12/83

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SCHAUERBURG, ILLINOIS 60173  
1834 WALDEN OFFICE SQUARE, SUITE 200  
SEARS MORTGAGE CORPORATION

PREPARED BY: SUZANNE NEWMERG

NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/17/93

My COMMERCIAL SEAL

CHAP. 125

signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

, a Notary Public in and to said country and state,

County ss:

STATE OF ILLINOIS

Judy Konopka

1384c  
Section Below This Line For Acknowledgment

-Borrower  
—(Seal)

-BORROWER  
(Seal)

—BORTONWATER  
—(Seal)

The following pages are available in the printed version of this document.

Adjustable EVA Rider       Condominium Rider       2-4 Family Rider

22. **Warder's or monitor's responsibility**, portuguese wives are taught to nominate a guardian in the property.

Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to the original holder or his assigns.

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 action required to cure the default; (b) the date given to Borrower, by which the default must be cured; and (c) that failure to cure the default or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, regardless of the date of acceleration or the amount of the sum so secured.

NON-UNIFORM COVENANTS, BOTTWERF AND LENDER FURTHER GOVERNANT 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 Relensed; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

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

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

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

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

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

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

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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 shall be payable, with interest, upon notice from Lender to Borrower requiring payment.

7. **Perpetuation of Lender's Rights in the Property; Mortgage Instruments.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding initiated against him in the name of the trustee in the trustee's capacity as trustee of the trust created in writing,

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or sublease entirely prior to the acquisition.

When the notice is given, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principles, shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, unless the parties agree to the modification by letter to the Lender to the extent of the sum secured by this Security interest.

carrier and Lender may make proof of loss if not made promptly by Borrower. Unless a carrier and Lender otherwise agree in writing, insurance fees proceeds shall be applied to restoration of repeater if the repeater is economicallly feasible. If the repeater is not feasible, Lender's security would be lessened. If the restoration of the repeater is not economically feasible and Lender's security is not lessened, Lender may call the insurance proceeds to settle a claim, or does not answer within 30 days a notice from Lender, at 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 damaged, if the restoration of repeater is not otherwise agreed in writing, insurance fees proceeds shall be applied to the sums secured by this Security instrument, whether or not then due. The 30-day period will begin

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 receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give to the insurance company all proceeds of paid premiums and renewal notices.

5. Hazard Insurance. Borrower shall keep the insurance of his/her property insured against loss by fire, hazards included within the term "exten ded coverage", and any other hazards for which Lender requires insurance coverage. This insurance shall be maintained in the amount(s) 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 unreasonableness.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in full by the date specified in the promissory note, and thereafter pay amounts of principal, interest, and expenses as provided in the promissory note.

3. Applications for permits, renewals, or extensions, unless specifically provided otherwise, shall be filed at least 60 days prior to the effective date of the permit. The application shall be submitted to the appropriate authority in the form prescribed by the State Board of Health.

Upon payment in full of all sums secured by this security instrument, Lender shall promptly return to Borrower any Funds held by Lender, if the sale of property is sold or acquired by Lender, any Funds held by Lender at the time of than immediately prior to the sale of property for its acquisition by Lender, no later than immediately upon payment in full of all sums secured by this security instrument, Lender shall receive all payments received by Lender as a result of amounts due under this security instrument.

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 directed by 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 debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

Lender may not charge for holding and applying the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds, multiplying the account by the rate of interest per annum, less than the rate of interest paid on the Funds.

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 purpose of this section is to describe the funds available to the trustee and any proposed changes under the plan.

1. PAYMENT OF PRINCIPAL AND INTEREST: Borrower and Lender confirm and agree as follows:

THIS ADJUSTABLE RATE RIDER is made this 31ST day of MARCH , 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 SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

700 MOHAWE STREET, HOFFMAN ESTATES, ILLINOIS 60194  
(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 provides for an initial interest rate of 7.375 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

I (we) The interest rate I will pay may change on the first day of MAY 1 , 19 88, and on that day every 12th month thereafter. Each date on which my interest rate could change 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 yield 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 Holder 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**

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 625/1000THS percentage points ( 2.625%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). 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 9.375 % or less than 5.375 %. 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 13.375 %.

**(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 my 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.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

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

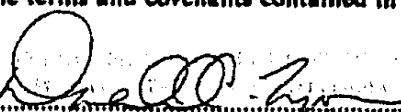
**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, 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. 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 Lender.

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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 transferee 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 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.

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

  
.....(Seal)  
DONALD G. LYON  
-Borrower

  
.....(Seal)  
LORA E. LYON  
-Borrower

.....(Seal)  
-Borrower

.....(Seal)  
-Borrower

MAIL TO:  
DAVID E. RUEDLIN  
ATTORNEY AT LAW  
800 E. HIGGINS ROAD  
SCHAUMBURG, IL 60173

RECEIVED  
COURT CLERK'S OFFICE  
COOK COUNTY, ILLINOIS  
JULY 10, 1997

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