

# UNOFFICIAL COPY

87189596

[Space Above This Line For Recording Date]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 31**  
19 87 The mortgagor is **JOHN J. WEON AND GUI S. WEON, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **SERVE CORPS MORTGAGE, INC.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is  
**1430 BRANDING LANE - SUITE 129**  
**DOWNTOWN GROVE, ILLINOIS 60515** ("Lender").

Borrower owes Lender the principal sum of  
**ONE HUNDRED THOUSAND AND NO/100**

Dollars (U.S.) **100,000.00**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **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, whether past, 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 419 IN TERRAMERE OF ARLINGTON HEIGHTS UNIT 1, BEING A SUBDIVISION**  
**IN THE NORTH 1/2 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST**  
**OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF**  
**RECORDED DECEMBER 15, 1978 AS DOCUMENT #4767313, IN COOK COUNTY,**  
**ILLINOIS.**

03PT-91 REC-02/08 519.01  
134491 TRAN 03/07 43.4010 15-01-00  
60752 41 D 00-01-00 1025-12-00  
COOK COUNTY RECORDS

03-06-204-004

AAD W/H.  
which has the address of **4167 TERRAMERE AVENUE**

(Street)  
Illinois **60004** ("Property Address");  
(Zip Code)

ARLINGTON HEIGHTS  
**87-189596**

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.

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1430 BRANDING LANE - SUITE 129  
SERVE CORPS MORTGAGE, INC.  
JOHNSON COUNTY, ILLINOIS 60515

RECORD AND RETURN TO:

ROBERT L. HOLZER  
DOWNTOWN GROVE, IL 60515

My Commission expires:

Given under my hand and official seal, this 31<sup>st</sup> day of March, 1987

set forth:

signed and delivered to the said instrument as THREE 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 is

personally known to me to be the same person(s) whose name(s) are

do hereby certify that JOHN J. WEN AND GUI S. WEN, HUSBAND AND WIFE  
are Notary Public in and for said county and state,

County ss:

COK

STATE OF ILLINOIS.

(Space below this line for acknowledgment)

Grover  
(Seal)

Borrows  
(Seal)

GUI S. WEN/HIS WIFE  
(Seal)

JOHN J. WEN  
(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 covenants contained in this Security

- Other(s) (specify) \_\_\_\_\_
  - Graduated Payment Rider
  - Planned Unit Development Rider
  - Adjustable Rate Rider
  - Condominium Rider
  - 2-4 Family Rider
- Instrument without charge to Borrower. Upon payment of all sums secured by this Security instrument, the holder shall pay any recording costs.
21. Release. Under no circumstances shall the holder be entitled to collect on this Security instrument without notice, demand and notice to the holder of all sums secured by this Security instrument.
22. Waiver of Homestead. Borrower waives all right of homestead except 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 co. clauses and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.

24. Riders to this Security instrument. If one or more riders are recorded together with this Security instrument, the holder shall be entitled to collect all expenses incurred in purasing the remedies provided in this paragraph 19, including:
25. Leander in Possession. Upon collection of the property and at any time prior to the expiration of any period of recombination, the holder shall be entitled to collect all expenses incurred in purasing the remedies provided in this paragraph 19, including:
26. Delinquent interest. The holder may collect all interest due and unpaid on the principal amount of any note or other indebtedness held by the holder from the date of default until paid in full.
27. Late fees. The holder may charge to the borrower a late fee for each day the payment is late, up to a maximum of one-half percent per month.
28. Payoff fees. The holder may charge a payoff fee for the payoff of the loan.
29. Attorney's fees. The holder may collect attorney's fees for legal representation, including all costs of defense, investigation, preparation, trial, settlement, judgment, appeal and collection.
30. Costs of collection. The holder may collect all costs of collection, including all reasonable attorney's fees, court costs, witness fees, filing fees, service fees, stamp fees, sheriff's fees, mileage, and all other expenses of collection.
31. Miscellaneous. The holder may collect all expenses and costs incurred in connection with the collection of the debt, including reasonable attorney's fees, court costs, witness fees, filing fees, service fees, stamp fees, sheriff's fees, mileage, and all other expenses of collection.
32. Judgment. The holder may collect all expenses and costs incurred in connection with the enforcement of the judgment, including reasonable attorney's fees, court costs, witness fees, filing fees, service fees, stamp fees, sheriff's fees, mileage, and all other expenses of collection.

33. Foreclosure. The holder may collect all expenses and costs incurred in connection with the foreclosure of the property, including reasonable attorney's fees, court costs, witness fees, filing fees, service fees, stamp fees, sheriff's fees, mileage, and all other expenses of collection.

34. Sale of property. The holder may collect all expenses and costs incurred in connection with the sale of the property, including reasonable attorney's fees, court costs, witness fees, filing fees, service fees, stamp fees, sheriff's fees, mileage, and all other expenses of collection.

35. Settlement of account. The holder may collect all expenses and costs incurred in connection with the settlement of the account, including reasonable attorney's fees, court costs, witness fees, filing fees, service fees, stamp fees, sheriff's fees, mileage, and all other expenses of collection.

36. Recovery of legal expenses. The holder may collect all expenses and costs incurred in connection with the recovery of legal expenses, including reasonable attorney's fees, court costs, witness fees, filing fees, service fees, stamp fees, sheriff's fees, mileage, and all other expenses of collection.

37. Removal of encumbrances. The holder may collect all expenses and costs incurred in connection with the removal of encumbrances, including reasonable attorney's fees, court costs, witness fees, filing fees, service fees, stamp fees, sheriff's fees, mileage, and all other expenses of collection.

38. Disposal of property. The holder may collect all expenses and costs incurred in connection with the disposal of the property, including reasonable attorney's fees, court costs, witness fees, filing fees, service fees, stamp fees, sheriff's fees, mileage, and all other expenses of collection.

39. Acceleration. The holder may collect all expenses and costs incurred in connection with the acceleration of the note, including reasonable attorney's fees, court costs, witness fees, filing fees, service fees, stamp fees, sheriff's fees, mileage, and all other expenses of collection.

40. Breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 13 and 17 unless otherwise provided in the note). The holder may collect all expenses and costs incurred in connection with the breach of any covenant or agreement in this Security instrument, including reasonable attorney's fees, court costs, witness fees, filing fees, service fees, stamp fees, sheriff's fees, mileage, and all other expenses of collection.

41. Acceleration: Remedies. The holder shall give notice to Borrower prior to acceleration under paragraph 13 following Borrower's

NON-TRANSFERABILITY: Remedies. Leander shall provide for further covenants 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 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 attorney's 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.

