This instrument prepared by: Sally Oswald Gilldorn Mortgage Midwest Corporation 1501 Woodfield Road, 4N Schaumburg, IL, 60173

87192273

DEPT-01 RECORDING 144 Pt. T#4444 TRAN 0068 01/10/8/ 13 45 00 ##240 # P ※ デーバン こつがかてい COOK COUNTY PERMITS I

For Recording Data] -

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is give	en onAPRIL_01
1987. The mortgagor is Stuff A. Misturgen, And the	WE M. MY STEPHEN TIES WIFE
("Borrowe	r"). This Security Instrument is given to
GILLDORN KARASIAE MIDNEST CORPORATION	r"). This Security Instrument is given to
under the laws of THE STATE OF DELAWARE	and whose address is1501_MOODFIELD_ROAD_4N.
SCHALMBURGI 60173:4982	
Dollars (U.S. \$	THOUSAND AND 00/100 ("Lender") 69,000,00) This debt is evidenced by Borrower's note
paid earlier, due and payable on	hich provides for monthly payments, with the full debt. if not 17
secures to Lender: (a) the repayment of the debt evidenced modifications. (b) the payment of all other sums, with interest	by the Note, with interest, and all renewals, extensions and st. 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 grant and convey to Lender the following described property
located in COOK	County, Illinois:

LOT 320 IN BUFFALO GROVE UNIT NO. 4. BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED FEBRUARY 10. 1959. AS DOCUMENT NO. 17369969. BOOK /17462263 The Clark's Office 528, PAGE 50, BY THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS.

03-05-203-023

which has the address of ...... 279 ROSEWOOD AVENUE BUFFALO GROVE (Street) [City] 60089 ..... ("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 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.

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 of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified 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 to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 redemption following judicial sale, Lender (in person, by agent or by judicially appointed 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 rents, including, but not limited to, receiver's fees, premiums on

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.

22 Water of Homestand Description	er waives all right of homestead exemption	in the Department
	•	• •
this Security Instrument, the covenants ar	nent. If one or more riders are executed by and agreements of each such rider shall be it its of this Security Instrument as if the	ncorporated into and shall amend and
Adjustable Rate Pider	Condominium Rider	2-4 Family Rider
Graduated Paymer Aider	Planned Unit Development Ride	г
Other(s) [specify]		
BY SIGNING BELOW, Borrower Instrument and in any rider(s) executed by		_
	SOUT A KRISTIAN	SEN (Seal)  Borrower  Scientianican (Seal)  Borrower  Borrower
		Bristianuen (Scal)
	Space Selow This Lit of For Acknowledgment}	
State of Illinois,	County ss:	75
	•	
I Richard Hatteto	a Notary Public	in and for ead county and state,
do hereby certify that . SCOtt. A	Kristiansen and Yvonne M.	Kristiarson
personally	known to me to be the same person(	s) whose name(s, .nave sub-
scribed to the foregoing instrument, app	•	•
signed and delivered the said instrumen	their tasfree and volunt	ary act, for the uses and purposes
therein set forth.		
Given under my hand and official sea	al, this April . l ,	, 1987
My Commission expires: April 1,	1987	

OFFICIAL SEAL RICHARD DALITTO NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 9/29/90

Notary Public

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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 go settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is an horized 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 Lend it 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 Nrt Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortiza for 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 an origination 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 x roise 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 beriefit 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 (b) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with legard 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 interist or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (r) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) in 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 feders! It wand 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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requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Lender may take action under this paragraph 7, Lender does not have to do so.
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or 7. Protection of Lender's Rights in the Property; Mortgage Insurance.

If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

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

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the jrto ceds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender C. at the insurance carrier has restoration or repair is not economically seasible or Lender's security would be lessened, the insurance proceeds shall be

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

carrier and Lender. Lender may make proof of loss if not made prompily by Borrower. all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender tear rear less, Borrower shall promptly give to Lender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld. insurance carrier providing the insurance shall be chosen by Borrower ubject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "exterided coverage" and any other hazards for which Lender

5. Hazard Insurance. Borrower shall keep the in poversents now existing or hereafter erected on the Property of the giving of notice.

the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of the or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of agrees in writing to the payment of the obligation, socured by the lien in a manner acceptable to Lender; (b) contests 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 of the property; or (c) secures from the holder of the lien an prevent the enforcement of the lien of the lien and prevent the enforcement of the lien of the lien and prevent the enforcement of the lien and prevent the li

Borrower shall promptly discharge any liest which has priority over this Security Instrument unless Borrower; (a)

receipts evidencing the payments. to be paid under this paragraph. If Box once makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the perior owed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

paragraphs I and 2 sh. 11.7 c applied: first, to late charges due under the Mote; second, to prepayment charges due under the Mote; third, to amounts payallt under paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Liens. dornower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain prio, ity over this Security Instrument, and leasehold payments or ground rents, if any.

Application of Payments. Unless applicable haw provides otherwise, all payments received by Lender under

application as a cical agringt the sums secured by this Security Instrument amount necessary to make up the desiciency in one by this Secured by Lender.

Upon asynient 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 on secured by Lender, Lender shall apply, no later than immediately of or to the sale of the Property or its applied by Lender, any Funds held by Lender at the time of than immediately of or to the sale of the Property or its applied by Lender, any Funds held by Lender at the time of

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be.

this Security Instrument.
If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or venfying the escrow items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow tiems. 

basis of current data and reasonable estimates of future escrow items. leaschold 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 one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when d the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Borrower shall promptly pay when due

CHIFORM COVENANTS. Buttower and Lender covenant and agree as follows: