

**COUNTRYWIDE  
FUNDING CORPORATION**

155 North Lake Avenue  
Pasadena, Ca. 91109-7137

**UNOFFICIAL COPY**

87230555

87230555

[Space Above This Line For Recording Data]

1973471

**MORTGAGE**

APRIL 20

THIS MORTGAGE ("Security Instrument") is given on 87  
 19..... The mortgagor is ..... **MICHAEL U. KELLEY & SUSAN R. KELLEY** .....  
 HUSBAND AND WIFE AS JOINT TENANTS' Borrower"). This Security Instrument is given to .....  
 COUNTRYWIDE FUNDING CORPORATION ..... NEW YORK, and whose address is .....  
 155 North Lake Avenue, Pasadena, Ca. 91109-7137 ..... ("Lender").  
 Borrower owes Lender the principal sum of ..... **ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED & 00/100** .....  
 Dollars (U.S. \$..... **107,500.00**.....). 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 ..... **MAY 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 51 IN TALCOTT ROAD ADDITION NUMBER 3, TO PARK RIDGE, A SUBDIVISION OF  
 PART OF LOT 3 IN EHRHARDT'S SUBDIVISION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP  
 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
 ILLINOIS.**

PIN NO. 09-34-420-006

87230555

DEPT-01 RECORDING \$19.25  
 T#4444 TRAN 1257 04/30/87 10:29:00  
 #1263 # D \*-87-230555  
 COOK COUNTY RECORDER

\*\*ADDITIONAL GRANTORS ("BORROWERS") IF ANY: NONE

which has the address of ..... **630 S. HOME AVENUE** ..... **PARK RIDGE** .....  
 Illinois ..... **60068** ..... ("Property Address");  
 (Zip Code) (Street) (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 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

F-1510 IL 5/84

14<sup>00</sup> MAIL

Form 3014 12/83

Unk

51140000

-87-230555



ARLINGTON HEIGHTS, ILLINOIS 60005  
2015 S ARLINGTON HEIGHTS ROAD #113  
COMMUNITY FUNDING CORPORATION  
PEGGY REITENMAIER  
THIS DOCUMENT PREPARED BY AND MAIL TO:

OFFICIAL SEAL  
Sandra L. Schockel  
Notary Public, State of Illinois  
My Commission Expires 12/19/89

SEAL  
NOTARY PUBLIC  
*Sandra L. Schockel*  
MY COMMISSION EXPIRES: 12-19-89

I, Michael U. Kelley, HUSBAND AND WIFE AS JOINT TENANTS, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAMES ARE 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 SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 27th DAY OF April, 1987.  
STATE OF ILLINOIS  
COUNTY OF DeKalb

[Space Below for Acknowledgment]  
SUSAN R. KELLEY  
*Susan R. Kelley*  
MICHAEL U. KELLEY  
*Michael U. Kelley*

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

- 2-4 Family Rider
  - Condominium Rider
  - Adjusted Rate Rider
  - Graduate Payment Rider
  - Other(s) [Specify]
23. Waiver 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 the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
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.
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.
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 non-existence 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.

87230555

1. **Payment of Principal 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 and late charges due under the Note.

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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. 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 interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. 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 debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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

Upon payment 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 or acquired by Lender, Lender shall apply, no later 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.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower 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 directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured 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 or forfeiture of all or part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of 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 or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss 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 that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender'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 Borrower abandons the Property, or does not answer within 30 days a notice from Lender that 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 or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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. If 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 Instrument immediately prior to the acquisition.

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 leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), 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, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although 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 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 Lender to Borrower requesting payment.

87230555



occurred. However, this right to reinstate shall not apply to the acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. Lender shall not be deemed to have waived its right to enforce the obligations secured hereby if no acceleration had occurred. Lender shall not be deemed to have waived its right to enforce the obligations secured hereby if no acceleration had occurred. Lender shall not be deemed to have waived its right to enforce the obligations secured hereby if no acceleration had occurred.

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. 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.

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.

18. Remedies Permitted 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. 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.

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

20. 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 the 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.

21. Successors and Assigns. Lender and Borrower, subject to the provisions of paragraph 17, shall be jointly and severally liable for the performance of the obligations of this Security Instrument. Lender shall not be a party to the exercise of any right or remedy by the original Borrower or Borrower's successors in interest. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Borrower's successors in interest. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Borrower's successors in interest.

22. Waiver. Lender and Borrower, jointly and severally, shall be deemed to have waived any right or remedy by the original Borrower or Borrower's successors in interest. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Borrower's successors in interest. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Borrower's successors in interest.

23. Extension of Time for Payment. 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.

24. Release of Property. Lender and Borrower, jointly and severally, shall be deemed to have waived any right or remedy by the original Borrower or Borrower's successors in interest. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Borrower's successors in interest.

25. Release of Property. Lender and Borrower, jointly and severally, shall be deemed to have waived any right or remedy by the original Borrower or Borrower's successors in interest. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Borrower's successors in interest.

26. Release of Property. Lender and Borrower, jointly and severally, shall be deemed to have waived any right or remedy by the original Borrower or Borrower's successors in interest. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Borrower's successors in interest.

27. Release of Property. Lender and Borrower, jointly and severally, shall be deemed to have waived any right or remedy by the original Borrower or Borrower's successors in interest. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Borrower's successors in interest.

28. Release of Property. Lender and Borrower, jointly and severally, shall be deemed to have waived any right or remedy by the original Borrower or Borrower's successors in interest. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Borrower's successors in interest.

29. Release of Property. Lender and Borrower, jointly and severally, shall be deemed to have waived any right or remedy by the original Borrower or Borrower's successors in interest. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Borrower's successors in interest.

30. Release of Property. Lender and Borrower, jointly and severally, shall be deemed to have waived any right or remedy by the original Borrower or Borrower's successors in interest. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Borrower's successors in interest.

87230555