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82009

MORTGAGE

ILCM

THIS MORTGAGE ("Security Instrument") is given on APRIL 27
1987 The mortgagor is THOMAS K. MOWERTH AND LYNN H. MOWERTH, HUSBAND AND
WIFE

(("Borrower")). This Security Instrument is given to
NORTHWEST MORTGAGE, INC., which is organized and existing
under the laws of THE STATE OF MINNESOTA, and whose address is 3451 HAMMOND
AVENUE P.O. BOX 780, WATERLOO, IOWA 50704 ("Lender").
Borrower owes Lender the principal sum of NINETY EIGHT THOUSAND ELEVEN HUNDRED AND
00/100 Dollars (U.S. \$*****-94,500.00). 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 568 IN BUFFALO GROVE UNIT NO. 5, BEING A SUBDIVISION IN THE
WEST 1/2 OF SECTION 4 AND THE NORTHERN 1/4 OF SECTION 5 BOTH IN
TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 107 MOHAWK TRAIL
BUFFALO GROVE, IL. 60089

PERMANENT INDEX NUMBER: 03-04-307-020

EBO

87242741

DEPT-91 RECORDING \$16.40
TH4443 TRM 1365 45/95/87 10:28:00
#3218 8 10 11 12 13 14 15 16 17 18
COOK COUNTY RECORDER

TAX STATEMENTS SHOULD BE SENT TO:
GMAC MORTGAGE CORPORATION, PO BOX 780, WATERLOO, IOWA 50704
THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

which has the address of 107 MOHAWK TRAIL BUFFALO GROVE
[Street] [City]

Illinois 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 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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UNOF

DE AFRIL, 1987, BY THOMAS K. MOWER AND GUTHRIE B. MOWERY, HESRND
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 27TH DAY
AND WITNESS:

2000-08-11 00:00:00

STATE OF ILLINOIS

[Specify below this line for acknowledgement]

Scalability - **Bottleneck** - **Scalability** - **Bottleneck**

—Bordner
—(SEC)

—Bottom

—Bordower
(See)

Seal)

—BORTOWER

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and conditions contained in this security instrument and in any notes(s) executed by Borrower and recorded with it.

Lépegett színpad

[Others] [Specify] _____

Graduated Payment Rider

 Adjustable Rate Rider
 Family Rider
 Nondiverse Rider

23. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the co-owners and beneficiaries of each such rider shall be incorporated into and shall amend and supplement the covernotes and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.

20. **Lease.** In Possession. Upon acceleration following the abandonment of the Property and at any time prior to the expiration of any period of nonpayment under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of nonpayment following individual lease, Landlord by agreement with Tenant, shall be entitled to possession of the Property and to collect the rents due thereon.

21. **Release.** Upon payment of all sums accrued by this Security Instrument, Landlord shall release this Security

SECRET SICKLE CELL ANEMIA - Royalty and Leander winter received an order as follows:

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5-22521

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 sum 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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Lender may take action under this paragraph if Lender does not wish to do so.
Any amounts disbursed by Lender under this paragraph 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
reducing payment.

6. Preservation and Maintenance of Property: Lessees shall not destroy, damage or subdivide any part of the property prior to the agreed time.

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.

When the parties to this note agree to pay sums secured by this security instrument, payment of the amount due will be prima facie evidence of payment of the principal debt.

Less Leader and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair of the Property damaged, if the restoration of repair is economically feasible and Leader's security is not lessened. If the restoration of repair is not economically feasible or Leader's security would be lessened, if the repair is not less than one-half of the cost of repair, Leader and Borrower may sue for double damages.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, which may make proof of loss if not made promptly by Borrower.

5. Hazard Insurance. Borrower shall keep the property in good condition and repair and shall not do anything which would damage or destroy the property or render it hazardous.

which have been made available to the public by the Secretary of State under section 1(1)(b) of the Freedom of Information Act.

amount necessary to make up the deficiency in one or more payments as required by Lender.

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 then promptly be paid in full; a sum ("Funds") equal to the unpaid balance of (a) yearly taxes and assessments which may then promptly be paid in full; a sum ("Funds") equal to the unpaid balance of (c) yearly hazard insurance premiums and (d) yearly motor-vehicle taxes and assessments which may then promptly be paid in full; a sum ("Funds") equal to the unpaid balance of (e) yearly hazard insurance premiums and (f) yearly motor-vehicle premiums, if any. These funds are called "escrow items." Lender may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

the payment of debts and interests, expenses incurred in the course of business, reasonable compensation for services, and amounts necessary for the protection of the Noteholder.

CHURCHES Promote the gospel and love God's people. **CHARITIES** Promote the gospel and love God's people.

JAM 00.ata

ADJUSTABLE RATE RIDER
(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 27 day of August, 1987, 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 NORTHWEST MORTGAGE, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

LOT MOHAWK TRAIL BUFFALO, COLORADO 80211
(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 7.25%. 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**

The interest rate I will pay may change on the first day of AUGUST, 1988 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 ONE-HALF percentage points (2.50%) 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 9.250% or less than 5.250%. 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 13.250%.

(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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Property of Cook County Clerk's Office

CANTHIA B. MOWERY
Borrower
(Seal)

THOMAS K. MOWERY
Lender
(Seal)

Rider.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate
Loan Assumption. Lender may charge a reasonable fee as a condition to Lender's consent to
the extension permitted by applicable law. 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 this Note and in this Security Instrument unless Lender releases
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
within 30 days from the date the notice is delivered or mailed without further notice
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.