

UNOFFICIAL COPY

87 254 314

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 MAY 12 AM 10: 56

87254314

\$18.00

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 30
 19 87. The mortgagor is James J. Tofilon and Susan M. Tofilon, his wife
 ("Borrower"). This Security Instrument is given to
USAmeribanc/Elk Grove, which is organized and existing
 under the laws of the State of Illinois, and whose address is
100 E. Higgins Rd., Elk Grove, Illinois 60007 ("Lender").
 Borrower owes Lender the principal sum of Sixty Seven Thousand Five Hundred and 00/100
Dollars (U.S. \$ 67,500.00). 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 2 IN BLOCK 1 IN WINSTON GROVE SECTION 22 NORTH, BEING A SUBDIVISION IN
 PARTS OF SECTIONS 35 AND 36, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF,
 RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON OCTOBER 12, 1976
 AS DOCUMENT NO. 23688769 IN COOK COUNTY, ILLINOIS.

Permanent tax ID #07-36-103-002 ^{CAO} Vol. 187

which has the address of 656 Michigan Lane Elk Grove
(Street) (City)
 Illinois 60007 ("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.

1 of 2
6TF 870624C

Cook County Clerk's Office

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Prepared by: Joann Mito, USAMeritbank/Eik Grove
100 E Higgins Rd, Eik Grove, IL 60007
MAIL TO: Midwest Mortgage Services, Inc.
1901 S. Meyers Road, Suite 300
Oakbrook Terrace, IL 60148-5036

(Space Below This Line Reserved for Lender and Recorder)

Notary Public

D. Bauer

My Commission expires: 3-14-1990

Given under my hand and official seal, this 30th day of April, 1987, set forth:

signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein
Their subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they
personally known to me to be the same person(s) whose name(s) are
do hereby certify that James T. Tofflon and Susan M. Tofflon, His Wife
D. Bauer, a Notary Public in and for said county and state,
Cook County ss: STATE OF ILLINOIS, Cook

(Space Below This Line for Acknowledgment)

Susan M. Tofflon
James T. Tofflon
Borrower (Seal)
Borrower (Seal)

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders (except as excluded by Borrower and recorded with it).

- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Planned Unit Development Rider
- Others (specify)

Instrument. (Check applicable box(es))
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. The covenants and agreements of each such rider shall be incorporated into and shall amend and

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 this Security Instrument as if the rider(s) were a part of this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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 but not limited to, reasonable attorneys' fees and costs of title evidence.

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.

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 foreclose this Security Instrument by judicial proceeding.

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