

UNOFFICIAL COPY

0000278747

6 7 2 9 8 0 2 4
87298624

PREPARED BY: DOROTHY MEACHAM
LYONS MORTGAGE CORP
2 CROSSROADS OF COMMERCE, #550
ROLLING MEADOWS, IL 60008

RETURN TO: SECONDARY MARKETING
LYONS MORTGAGE CORP
2 CROSSROADS OF COMMERCE, #600
ROLLING MEADOWS, IL 60008

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 22**
19 87 The mortgagor is **DAVID M. NAUGHTON AND CAROLYN B. NAUGHTON, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **LYONS MORTGAGE CORP, AN ILLINOIS CORPORATION**, which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **2 CROSSROADS OF COMMERCE, #600, ROLLING MEADOWS, IL 60008** ("Lender").

Borrower owes Lender the principal sum of **SEVENTY TWO THOUSAND & 00/100**

Dollars (U.S. \$ **72,000.00**). 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 **JUNE 1, 2002**. 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

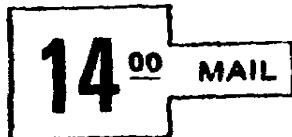
located in **COOK**

County, Illinois:

LOT 8 IN BLOCK 4 IN POPLAR HILLS UNIT ONE, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF SECTION 24 AND THE NORTHEAST QUARTER OF SECTION 25, BOTH IN TOWNSHIP 42 NORTH, RANGE 9 AND ALSO PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED JUNE 29, 1976 AS DOCUMENT NO. 23538647, IN COOK COUNTY, ILLINOIS.

HAD
PERMANENT INDEX NO: 01-24-405-008. K

DEPT-01 RECORDING \$14.25
T#4441 TRAN 0005 06/03/87 09:37:00
\$6974 # 72 - 17 - 22 54 52 44
COOK COUNTY RECORDER



which has the address of **4005 WHISPERING TRAILS COURT**
(Street)

HOFFMAN ESTATES
(City)

Illinois 60195
(Zip Code)

("Property Address");

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.

-87-298624

UNOFFICIAL COPY

My Commission Expires Oct 25, 1987
Notary Public, State of Illinois
Michelle M. Drew
OFFICIAL SEAL

My Commission Expires:
set forth.

Given under my hand and official seal, this
day of May, 1987.

signed and delivered the said instrument as **THEIR** 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 they
personally known to me to be the same person(s) whose name(s) are
do hereby certify that DAVID M. NUGENTON AND CAROLYN B. NUGENTON, HUSBAND AND WIFE
I, **THE UNDERSIGNED**, a Notary Public in and for said county and state,
State of Illinois,

(Space below this line for Acknowledgment)

DAVID M. NUGENTON *[Signature]* **(Seal)** Borrower
CAROLYN B. NUGENTON *[Signature]* **(Seal)** Borrower
Borrower
Borrower
Borrower
Borrower

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
 Instruments [Check applicable box(es)]
- Instrument the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security
this Security instrument, the covenants and agreements of each such shall be incorporated into and shall amend and
23. Relative to this Security instrument, if one or more riders are executed by Borrower and recorded together with
22. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

Instrument without charge to Borrower shall pay any recordation costs.
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
recipients' bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the
appomited receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicial
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney's 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,
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.
existance of a default or any other deficiency after acceleration and the right to sell or all sums secured by
inform Borrower of the date specified in the notice to accelerate and the right to sell or the notice shall further
secured by this Security instrument, foreclosure proceedings by judicial process. The notice shall further
before the date of the notice to accelerate and sale of the Property. The notice must be cured on or
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;
unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17
19. Acceleration; Remedies. Lender shall give further covenant and agree as follows:

UNOFFICIAL COPY

87273624

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.

UNOFFICIAL COPY

Condition may take action under this paragraph, 7, which does not have to do so.

In the Property, Lenders' actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorney's fees and expenses to make repairs. Although

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained herein, Lender reserves the right to sue for specific performance or to foreclose upon the property, or to take such other action as may be necessary to protect the value of the property and Lender's rights.

6. Pre-emption of immovable property prior to the acquisition.
Borrower shall not destroy, damage or substan-

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 paragraph 1 and 2 or change the amount of the payments, unless 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 under paragraph 19 the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, unless 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.

The Proprietor to pay sums secured by this Security Instrument, whether or not then due. The due-day period will begin when the notice is given.

Business Leader and Partner of otherwise agreeable in writing, insurance procedures shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Leader's security is not lessened. If the restoration or repair is not economically feasible or Leader's security would be lessened, the insurance procedures shall be applied to certain claims, but Leader may collect the insurance proceeds. Leader may use the funds to prepare or restore his property or sell it, and Leader may collect the insurance proceeds. Leader may use the funds to prepare or restore his property or sell it, and Leader may collect the insurance proceeds.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause which provides that if any payment is not made when due, Lender shall have the right to hold the title to the premises until the debt is paid.

5. Hazard Insurance. Borrower shall keep the insurance in full force and effect until the date of repayment or earlier if required by fire, hazards included within the term "extended coverage" and any other hazards for which Lender's certificate provides coverage. This insurance shall be maintained in the amounts and subject to Lender's approval which shall not be unreasonably withheld.

The Proprietary is subject to a lien which may attach prior to or after the date of the actions set forth above within 10 days of the giving of notice.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) receives prompt payment of the debt it represents;

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 due under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph.

Note; third, to amounts payable under Paragraph 2; fourth, to interest due; and last, to principal due.

application as a credit arises in the sums secured by this Security Instrument.

an amount of the Funds held by Lender is not sufficient to pay the escrow items when due. Borrower shall pay to Lender an amount necessary to make up the deficiency in one of more of the payments as required by Lender.

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 screw items, shall exceed the amount required to pay the screw items when due, the excess shall be

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 otherwise agreed, interest is made of or arises without accountings of the Funds showing credits and debits to the Funds and the sums secured by the Funds was made. The Funds are pledged as additional security for the sums secured by purpose for which each debt to the Funds was made.

The Funds shall be held in an institution the debts of which are insured by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the accounts of the Funds to pay the escrow item under may not charge for holding and applying the Funds, and shall account for every item the escrow items.

one (written off) of (a) yearly taxes and assessments which may claim priority over this instrument; (b) yearly leasehold payments or ground rents on which may claim priority over this instrument; (c) yearly premiums for insurance policies, if any. These items are called "escrow items". Lender may estimate the Funds due on the basis of current due dates and estimates of future escrow items.

the principal of and interest on the debt evidenced by the Note and any prepayment of the Note and any monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to