

This instrument was prepared

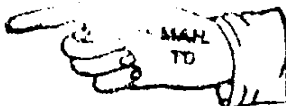
UNOFFICIAL COPY

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b **MANUFACTURERS HANOVER**

Name: *The Consumer Services Group*
WOODFIELD COMMONS SHOP'G. CTR.

Address: **1221 EAST GOLF ROAD**
SCHAUMBURG, IL 60173



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SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

THIS MORTGAGE is made this 5th day of June 19 87, between the Mortgagor(s) Mary K. Trousil, a Widow Not Since Remarried

(herein "Mortgagor"), whose address is 1103 South Mitchell, Arlington Heights, IL, 60005 and the Mortgagee, **MANUFACTURERS HANOVER CONSUMER SERVICES, INC.**, a corporation organized and existing under the laws of Delaware, whose address is 1221 East Golf Road, Schaumburg, IL, 60173 (herein "Lender").

WHEREAS, Mary K. Trousil a Widow Not Since Remarried ("Borrower") is indebted to Lender in the principal sum of U.S. \$ 21066.04 which indebtedness is evidenced by Borrower's note dated June 5, 1987 and extensions and renewals thereof (herein "Note"), with the balance of the indebtedness, if not sooner paid, due and payable on June 12, 2012;

IN CONSIDERATION OF, and to secure to Lender the repayment of, the indebtedness evidenced by the Note, with interest thereon at a fixed or variable rate as set forth in the Note; to secure the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and to secure the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant, and convey to Lender, the following described property located in the County of Cook State of Illinois:

MT Lot 24 and the North 9.0 feet of Lot 23 in Block 2
MT in Arlington Heights Garden Homesites, a Subdivision in the Northeast 1/4 of Section 9, Township 41 North Range 11, East of the Third Principal Meridian, In Cook County, Illinois. a/k/a/ 1103 South Mitchell, Arlington Heights, IL. Permanent Parcel Number 08-09-210-026.

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which has the address of 1103 South Mitchell Arlington Heights
(Street) (City)
Illinois, 60005 (herein "Property Address");
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Mortgagor covenants that Mortgagor 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. Mortgagor covenants that Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Mortgagor and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Mortgagor shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Taxes, Assessments, and Charges.** Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any.

3. **Application of Payments.** Unless applicable law provides otherwise, Lender will first apply payments received, whether or not delinquent, in the following order: (1) to any applicable credit insurance premium, (2) to any applicable late charges, (3) to any applicable prepayment penalties, (4) to any interest that has accrued, and finally (5) to the unpaid balance of principal.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due.

11/17/1911

ACKNOWLEDGEMENT FOR CORPORATION

NOTARY PUBLIC

My commission expires _____ day of _____.

I hereby certify that _____ appeared before me this day in person, and acknowledged that _____ subscribed to _____ free voluntary act, for the uses and purposes therein set forth.

_____ County ss: _____

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NOTARY PUBLIC

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NON-UNIFORM COVENANTS. Mortgagor and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in Paragraph 18 hereof, upon Mortgagor's breach of any covenant or agreement of Mortgage in the Note of this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. Lender's Right to Allow Mortgagor to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Mortgagor's breach, Lender may in Lender's total discretion, discontinue any proceedings begun by Lender to enforce this Mortgage at any time prior to entry of a judgement enforcing this Mortgage if: (a) Mortgagor pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgage contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Mortgage contained in this Mortgage, and in enforcing Lender's remedies as provided in Paragraph 17 hereof, including, but not limited to, the attorneys' fees provided for in Paragraph 17; and (d) Mortgagor takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. The rights granted in this Paragraph 18 shall in no way be construed as allowing Mortgagor to reinstate at Mortgagor's will, it being understood that such reinstatement is totally within the discretion of the Lender.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Lender the rents of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

21. Waiver of Homestead and Exemption Rights. To the extent permitted by law, Mortgagor hereby waives and transfers to Lender any homestead or other exemption rights granted under applicable state or federal law.

22. Lender's Call Option. Notwithstanding any provision to the contrary contained in the Note, Mortgagor hereby covenants and agrees that the Lender shall have the right, at its sole option, to declare the entire outstanding principal balance of the loan evidenced by the Note and accrued interest thereon to be due and payable in full on a date not less than N/A (N/A) years from the date of the Note, except that Lender, if it exercises such call option, shall send Mortgagor written notice thereof at least ninety (90) days (but not more than one-hundred and twenty (120) days) prior to such accelerated loan maturity date. The written notice to Mortgagor from Lender will set forth therein the Lender's accelerated maturity date for the loan. Prepayment in full of the loan as a direct result of Lender's exercise of its aforesaid call option shall not be subject to any prepayment penalty otherwise applicable under the provisions of the Note. If the space above for insertion of a date in this Paragraph 22 is marked "N/A", Lender does not reserve a call option.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Mortgagor and Lender request the holder of any mortgage, deed of trust, deed to secure debt, or other encumbrance with a lien which has priority over this Mortgage to give notice to Lender, or if executed, to the assignee named in the assignment included with this Mortgage, c/o the office address of the registered agent of Lender or assignee on file with the Secretary of State, Corporation Division, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

Stuart M. Malone
Witness
Tammie P. Pate
Witness

Mary K. Trousil
Mortgagor

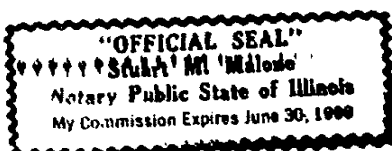
STATE OF ILLINOIS, Cook County ss:

I, Stuart M. Malone, Notary Public in and for said county and state, do hereby certify that Mary K. Trousil a Widow Not Since Remarried personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that, she signed and delivered the said instrument as her free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of June, 19 87.

My Commission expires:

Stuart M. Malone
Notary Public



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