

UNOFFICIAL COPYCOOK COUNTY, ILLINOIS
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MORTGAGE

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88 THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 14,**
 AND ** The mortgagor is **DONNA L. DICKERT, *SINGLE* AND ROBERT S. DICKERT**
 "SHELTER MORTGAGE CORPORATION" ("Borrower"). This Security Instrument is given to
 under the laws of the State of Wisconsin....., and whose address is
 1375 East Schaumburg Road #220, Schaumburg, IL 60194 ("Lender").
 Borrower owes Lender the principal sum of **ONE HUNDRED THOUSAND AND NO / 100**
 Dollars (U.S. \$..... 100000.00). 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 DECEMBER 01, 2018..... 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:

** **BERNICE M. DICKERT, HIS WIFE *DIVORCED AND NOT SINCE REMARRIED**
LOT 236 IN BRICKMAN MANOR SECOND ADDITION UNIT NUMBER 3, BEING A
SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP
42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.
 (Such property having been purchased in whole or in part with the
 sums secured hereby.)
 TAX KEY NO: 03-25-120-006

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which has the address of **1827 SITKA LANE** **MOUNT PROSPECT**,
 [Street] (City)
 Illinois **60056** ("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 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.

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An official seal of the Illinois State Auditor, featuring a circular design with the text "OFFICIAL SEAL" at the top and "ILLINOIS STATE AUDITOR" around the bottom edge.

THIS instrument drafted by: LISA D. REECE
RETURN TO: Shelter Mortgage Corporation
1375 East Schamburg Road, #220
Schamburg, IL 60194

This instrument drafted by: LISA D. FLECK

Notary Public

My commission expires: 9/1/98

I, the undersigned, a Notary Public in and for said County and State do hereby certify that DONNA L. DICKEERT, SPWAGE AND ROBERT S. DICKEERT AND BERNICE M. DICKEERT, HIS WIFE * DIVORCED AND NOT SINCE REMARRIED personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instruments as free and voluntary act, for the uses and purposes herein set forth.

STATE OF ILLINOIS,

County ass:

..... [Space Below This Line for Acknowledgment]

BY SIGNING BELOW, BROTWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY FUTURE(S) EXECUTED BY BROTWER AND RECORDED WITH IT.

Others (Specify) _____

Other(s) [Specify] _____

Adjustable Rate Rider Condominium Rider 2-4 Family Rider

Supplements to the Conventions and Agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

2. Reference to this Security Instrument, in one or more instances, and references of each such instrument to this Security Instrument, were and shall remain and be incorporated into this Agreement.

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.

receivers' bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

Proprietary information including trade secrets, business methods, processes, products, designs, and all other confidential information shall be held in confidence by the recipient and shall not be disclosed to any third party without the prior written consent of the Company.

20. Lender in Possession. Upon acceleration under paragraph 19 of abandonment prior to the expiration of any period of redemption following sale, Lender (in person, by agent or by judge) shall be given possession of all and make the property and its contents of

Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

Default or defense of Borrower to acceleration and foreclosure. If the default is not cured or otherwise in the notice, Lender at its option may require immediate payment in full of all sums secured by

Secured by this Security Instrument, foreclose sure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remortgage after acceleration and the right to assert in the foreclosure proceeding the non-

(c) a date, not less than 30 days from the date of default on or before the date specified in the notice may be given to Borrower, by which the debt must be repaid; (d) the date specified in the notice may result in acceleration of the sums

...and execution of any co-exhibit of agreement in this section shall apply to all other provisions of this article.

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).

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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 loans 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 step 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 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.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LESSEES.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall not make unreasonably refuse to the lessor, and if Borrower acquires fee title to the Property, the lessee shall not interfere with the lessor's right to collect rent or otherwise exercise his rights as lessor under the lease.

U.S. leases, Lenders and Borrowers otherwise agree as follows:

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 Lenders, Borrowers' right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to Lenders to the extent of the sums secured by this Security Instrument in immediate priority to the acquisition.

the property or to pay sums secured by this Security Instrument, whether or not then due. This 30 day period will begin when the notice is given.

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 or less costly than repair of the same damage. Lender may use the proceeds to repair or restore the Property or other real property owned by Lender which is located on the same property as the Property. Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or other real property owned by Lender which is located on the same property as the Property. Lender may use the proceeds to repair or restore the Property or other real property owned by Lender which is located on the same property as the Property.

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 receives notices of loss, Borrower shall promptly give notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

reduces premiums based on the number of claims made within the year, and any other factors deemed reasonable by the Board.

of the giving of notice.

to be paid under this paragraph. If bond or other makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Note: third, to amounts payable under Paragraph 2; fourth, to interests due; and last, to principal due paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note.

than immediate property to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as well as the sums secured by this Security Instrument.

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

purposes for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

Lender may agree in writing that interest shall be paid on the Funds unless an agreement is made to pay Borrower any interest or earnings on the Funds and shall give a Reasons without charge an annual accountings of his Funds and debts to the Friends and Lenders and shall be entitled to receive any interest or earnings on the Funds and debts to the Friends and Lenders.

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 applies law permits Lender to make such a charge. Borrower and Lender pay interest on the Funds and applies law permits Lender to make such a charge. Unless

marginage insurance premiums, if any. These items are called "screw items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future screw items.

the principal of and interfere in the debt evidenced by the note and payables of and the notes of the debtor.

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