

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 15th, 1988. The mortgagor is TOM J. KUNKEL AND HOPE F. KUNKEL, HIS WIFE ("Borrower"). This Security Instrument is given to ILLINOIS MORTGAGE CORPORATION, which is organized and existing under the laws of the State of Illinois, and whose address is 400 West Lake Street, Suite 111, Roselle, IL 60172 ("Lender"). Borrower owes Lender the principal sum of \*\*\*ONE HUNDRED THOUSAND AND NO/100THS\*\*\*\*\* Dollars (U.S. \$ 100,000.00). 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 January 01, 2019. 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:

The West 150 feet of the South 27-1/2 feet of Lot 15 and the West 150 feet of the North 15.43 feet of Lot 16 in Block 1 in Hulbert's Subdivision of the West 1/2 of Lot 2 in the Subdivision of Section 18, Township 39 North, Range 13, East of the Third Principal Meridian, (except the West 1/2 of the Southwest 1/4 thereof), in Cook County, Illinois, also the part of Lot 16 (except the East 16 feet and except the North 15.43 feet thereof) lying North of a straight line drawn from a point in the West line of said Lot, 17.85 feet South of the Northwest corner of said Lot to a point in the West line of the East 16 feet of said Lot, 54.86 feet South of the North line of said Lot; excepting from the above described premises a triangular parcel in the Southeast corner thereof, lying Southeasterly of a straight line which is drawn from a point in the Southerly line of said premises, 3.04 feet Northwesterly of the Southeasterly corner thereof, to a point in the East line of said premises, 13.13 feet North of said Southeasterly corner; in Block 12 in Hulbert's Subdivision of the West 1/2 of Lot 2, in the Subdivision of Section 18, Township 39 North, Range 13, East of the Third Principal Meridian, (except the West 1/2 of the Southwest 1/4 thereof); in Cook County, Illinois.

Permanent Index Nos. 16-18-132-020; 16-18-132-021; 16-18-132-044

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which has the address of 858 S. Kenilworth Oak Park,  
[Street] [City],  
Illinois 60304 ("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.

NOTARY PUBLIC STATE OF ILLINOIS MORTGAGE CORPORATION  
DANE O. EITTHHEIM  
Notary Public  
"OFFICIAL SEAL"  
My Commission Expires: 10-21-94  
Witness my hand and official seal this..... 15 day of..... 1985  
(he, she, they)  
They..... executed said instrument for the purposes and uses herein set forth.  
I,..... a Notary Public in and for said County and State, do hereby certify that  
I have witnessed  
I,.....  
I,.....

..... have executed same, and acknowledge said instrument to be..... true..... free and voluntary act and deed and that  
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,  
I,..... Tom J. Kunkel, and Hope F. Kunkel, wife, personally appeared  
I,.....  
I,.....

COUNTY OF ..... C. S. S.  
STATE OF ..... IL  
SS:

[Space Below This Line for Acknowledgment]  
Hope F. Kunkel  
Borrower  
(Seal)  
Tom J. Kunkel  
Borrower  
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security

- Instrument (Check applicable box(es))  
 Other(s) [Specify] \_\_\_\_\_  
 Graduate Payment Rider  Planned Unit Development Rider  
 Adjus. Bal. Rate Rider  condominium Rider  2-4 Family Rider  
   
Instrument (Check applicable box(es))  
22. Waiver of Homested. Borrower waives all right of homestead exemption in the Property.  
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement this instrument, and agreements of each such rider shall be incorporated into and shall amend and support this instrument. If none of the above riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and support this instrument.

- Instrument without charge to Borrower. Borrower shall pay any recordation costs.  
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument without notice. Any rents collected by Lender or the receiver shall be limited to the rents of the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the amounts due prior to the date received by the receiver shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property received by the receiver. Lender or the receiver shall be entitled to collect the rents of the property received by the receiver and reasonable attorney fees, and then to the sums secured by this Security instrument.  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time prior to the expiration of any period of non-payment following judgment 19, including but not limited to, reasonable attorney fees and costs of title evidence, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this judgment. Lender shall be entitled to collect further demand and may foreclose this Security Instrument by judicial proceeding, before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without notice. Lender after default is not cured on or before the date of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date of a default or any other defense of Borrower to acceleration and foreclosure, Lender shall be entitled to the rights to reinstate after the date specified by judicial proceeding and the right to assess in the foreclosure proceeding the non-inform Borrower of the notice to reinstate after acceleration and the date of the notice to Borrower to accelerate shall further secure by this Security Instrument, foreclose by judicial proceeding and sale of the property. The notice shall be cured and (d) that failure to cure the default on or before the date specified in the notice may result in cancellation of the sums and 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; unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the breach of any covenant 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 breach of any covenant in this Security Instrument prior to acceleration following Borrower's

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay 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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 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 an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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 escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. 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 owing payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount, and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

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 requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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 and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under 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 Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although 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.

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**18. Borrower's Right to Remisstate.** 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 remisstatemnt) before sale of the Property pursuant to any power of sale contained in this instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays Lentender all sums which would be due under this Security Instrument and the Note had no acceleration occurring; (b) cures any default of any other covenants or agreements, fees, and (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) makes such condition as Lentender may reasonably require to assure that the lessor of this Security Instrument shall continue its rights in the Property until payment in full of the obligation to pay the sums secured by this Security Instrument shall remain hereby secured under paragraph 13 of 17.

If Lennder exercises this option, Lennder shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given to Borrower to pay all sums secured by this instrument in full. Lennder may demand payment of all sums secured by this instrument at any time before or after the expiration of such period.

16. **Borrower's Copy.** Borrower shall be given one countermarked copy of the Note and of this instrument.  
17. Transfer of the Property. If all or a beneficial interest in Borrower is sold or transferred and Borrower retains  
interest in it is sold or transferred to another, the transferor shall be entitled to receive the same amount  
of principal and interest as if he were the original Borrower. The transferor shall remain liable  
for the payment of the principal and interest due on the Note and for the payment of all costs  
and expenses of collection, including attorney's fees, incurred by the transferee in connection  
with the Note and this instrument. The transferor shall remain liable for the payment of the  
principal and interest due on the Note and for the payment of all costs and expenses of  
collection, including attorney's fees, incurred by the transferee in connection with the Note  
and this instrument.

**15. Governing Law; Severability.** This Security Instrument shall be governed by fed. law and the law of the jurisdiction in which the property is located. In the event that any provision 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 configuration provision. To this end the provisions of this Note shall prevail over the configuration provision.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery or by mailing to the first class mail units 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 delivery or by delivery to Borrower'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 when given as provided in this paragraph.

**13. Legislation Afterming Lender's Rights.** It is recommended that the Note contain provisions that permit the Lender to exercise his option to require immediate payment in full of all sums secured by this Security Instrument and any remedies permitted by paragraph 17.

11. Successors and Assigns; Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and confer to 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 pay the sums secured by this Security Instrument under the terms of this Security Instrument.

shall not be a barrier to or preclude the exercise of any right or remedy.

10. Borrower Not Responsible; Forbearance By Lender; Extension of the time for payment or modification 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 forroower from any liability under this Security Instrument in respect of the sums secured by this Security Instrument granted by Lender to any Successor in interest of Borrower.

Given, Lenders' Authorization to collect and apply the Proceeds, either to restoration or repair of the Property or to the sums received by this Security Instrument, whether or not these due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given to Borrower, or if, after notice by Lender to Borrower that the condominium offers to

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

the amount of the proceeds multiplied by the total amount of the sums secured medicarely in the sums received by the following action:

any consideration of other factors, or part of the property, or for convenience in the use of condominiums, are hereby assigned and shall be held to Lender.

Borrower shall pay the premium required to maintain the insurance in accordance with Borrower's and Lender's written agreement at the time of application for the insurance terminates in accordance with Borrower's and Lender's agreement until such time as the requirement of applicable law.