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86514 87534514
267093

88107854

86465417

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 26, 1986**. The mortgagor is **FRANK A. RAMLJAK, JR. AND CAROL V. RAMLJAK, HIS WIFE**, **SHELTER MORTGAGE CORPORATION** ("Borrower"). This Security Instrument is given to **SHELTER MORTGAGE CORPORATION**, which is organized and existing under the laws of **the State of Wisconsin**, and whose address is **975 East Nerge Road, S10, Roselle, IL 60172** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED THIRTY THREE THOUSAND TWO HUNDRED FIFTY AND no/100 Dollars (U.S.\$.....133250.00)**. 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 **OCTOBER 01, 2016**. 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 91 IN ELK GROVE ESTATES CUSTOM LOTS OF PARCEL "B" A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 4, 1969, AS DOCUMENT 21,029,437, IN COOK COUNTY, ILLINOIS.
TAX KEY NO: 08-29-304-032

E.A.O. *[Signature]*

86465417

DEPT-01 RECORDING \$13.25
T#5444 TRAN 0175 10/08/86 14:19:00
#3264 # 32 36-36-46-57-3 A/T
COOK COUNTY RECORDER

THIS INSTRUMENT IS BEING RE-RECORDED TO ADD THE SIGNATURE OF THE TRUSTEE

88107854

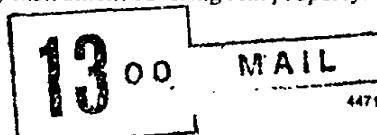
which has the address of **640 FAIRFIELD CIRCLE** **ELK GROVE VILLAGE**
[Street] [City]
Illinois 60007 ("Property Address");
[Zip Code]

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 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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT



Form 3014 12/83
44713 SAF SYSTEMS AND FORMS
CHICAGO, IL

-86-465417

-88-107854

MAIL

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BOOK COUNTY RECORDER
REC'D 10-14-96 BY J.D. - B.C. - 10-15-96
REC'D 10-14-96 BY J.D. - B.C. - 10-15-96

Daniel Guttery, appeared before me this
14th day of March, 1988

Notary Public - Cook County

Danotel Cuttry, appeared 14th day of March, 1988

68-CE-E

Danotel Cutty, appeared before me this
14th day of March, 1988

MAIL TO:

RETURN TO: Sheltier Mortgagae Corporation
975 East Nerge Road, Waukegan, IL 60172
Roseville, IL 60172

KIM SANTIAGO

This instrument drafted by:

Notary Public

My commission expires: January 10, 1988

per sonnably known to me to be the same person(s) whose name(s) are
subscribed to the foregoing instrument, appeared before me this day in per-
son and acknowledged that they signed and delivered the said instru-
ments for the uses and purposes therein set forth
and under my hand and official seal, this 26th day of September,
1986.

do hereby certify that FRANK A. RAMDRAK, Jr., AND CAROL V.
Lee Gahr, a Notary Public, in and for said County and state,
this day.

STATE OF ILLINOIS, County ass:

π

By SIGNING BELOW, Parties agree to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- 2-4 Family Rider
- Condominium Rider
- Adjustable Plate Rider
- Graduate Permit Rider
- Other(s) [Specify] _____

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

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

21. **Releases.** Upon payment in full of all sums receivable by this Security Instrument, Lender shall release this Security Instrument from the title of the Borrower to the Lender.

receipts of the Plaintiff's wife, which were collected by the Plaintiff, and delivered to the Plaintiff, but not limited to, expenses, premiums on policies of life insurance, and collection of debts past due.

20. Under In Possession, reasonable attorney fees and costs of title evidence but not limited to, recordation fees and costs of any prior or subsequent recording prior to the expiration of any period of recording following transfer of title, by agent or by judgment.

simply from the fact that the original author of the work has died or has given up his right to it. The right to do what with the work is called "copyright".

default; (c) a date, not less than 30 days from the date notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default specified in the notice may result in acceleration of the sums

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under this Note if any covenant or agreement contained in this Note is violated or breached in any manner (otherwise). The notice shall specify (a) the action required to cure the breach and (b) the date by which such action must be taken.

NON-UNIFORM GOVERNANTS. Bottower and Lennder further agree as follows:

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UNIFORM COVENANTS. Borrower and Lender covenant agree as follows:

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5-15-11

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 owed 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 amounts 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 Relinquish. 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) after Borrower has paid all sums which have accrued under this Security Instrument; or (b) entry of a judgment enjoining Borrower from pursuing any claim against the security instrument or any other debt or obligation of Borrower arising out of or in connection with this Security Instrument. Those conditions are contained in this Security Instrument, including but not limited to, reasonable attorney fees, and (c) payment of all expenses incurred in enforcing this Security Instrument, including reasonable attorney fees, and (d) takes such action as Lender may reasonably require to pay the sum secured by this Security Instrument. Upon receipt of notice of discontinuance, Lender shall remain obligated to pay all amounts due under this Security Instrument until the date of discontinuance, unless otherwise provided in this Security Instrument. Lender shall not be liable for any damages resulting from the discontinuance of this Security Instrument.

If Leader exercises this option, Leader 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 to pay all sums secured by this Security instrument in full without further notice or demand on Borrower.

17. Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a consignment is sold or transferred) to another person, the original security instrument shall remain in full force and effect.

15. Governing Law; Severability. This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note and the Note will be given effect without the conflicting provision. To this end the provisions of this Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformable copy of this Note and of the Security Instrument.

14. Notices. Any notice to Bottrower provided for in this Security Instrument shall be delivered in writing by first class mail unless applicable law requires use of another method. The notice shall be directed to the mailing address or any other address Bottrower designates by notice to Lender. Any notice to Lender shall be given by telephone to Lender's address set forth above or to any other address Lender specifies by notice to Bottrower. Any notice given to Bottrower shall be deemed to have been given to Borrower. Lender will provide notice to Bottrower if Lender receives any notice from any other party concerning the property. Lender will provide notice to Borrower if Lender receives any notice from any other party concerning the property.

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 usually 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 such loan charge shall be reduced by the amount permitted limits to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower. Lender may refund the principal owed under the Note or by repaying under the Note any prepayment made by Borrower.

11. Successors and Assignees; 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 covenant(s) and agreement(s) 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 the sums executed by this Proprietary under the terms of this Security Instrument; (b) is not personally obligated to pay the sums excepted by this Proprietary under the terms of this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to pay the sums excepted by this Proprietary under the terms of this Security Instrument.

10. Borrower's Note Not Releasable; Forbearance By Lender Not A Waiver. Extension of the time for payment must or may affect the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Postponing the due date of the monthly payments or any amendment or waiver of the terms of this note shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Creditor's successors in interest. Any forfeiture instrument by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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 date the notice is given, Lender is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 by this Security instrument before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall paid to Borrower.

shall give Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

ii. Insurer's right to require monitory insurance as a condition of making the loan secured by this security instrument.

iii. 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 written agreement or its agent may make reasonable entries upon and inspectors of the property. Lender