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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 28**
1988. The mortgagor is **MICHAEL A. SHEA, A BACHELOR AND RENEE RUICK, DIVORCED AND NOT
REMARIED**

("Borrower"). This Security Instrument is given to **MORTGAGE MART, A DIVISION OF NORTHERN ILLINOIS
FINANCIAL SERVICE CORPORATION** which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is
745 DEERFIELD ROAD, DEERFIELD, IL 60015 ("Lender").

Borrower owes Lender the principal sum of **ONE HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED AND**

NO/100-----Dollars (U.S. \$ 168,700.00). 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, 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:

LOT 23 (EXCEPT THE WESTERLY 30.00 FEET OF SAID LOT, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE THEREOF AND EXCEPT THAT PART OF SAID LOT DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTHERLY LINE OF SAID LOT 23, 73.88 FEET (AS MEASURED ALONG SAID SOUTHERLY LINE) SOUTHWESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 23; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE 73.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 23, THENCE NORTHWESTERLY ALONG THE EASTERN LINE OF SAID LOT 23, 3.00 FEET (CHORD MEASURE) THENCE SOUTHWESTERLY 73.88 FEET MORE OR LESS TO A POINT 1.00 FOOT (MEASURED ALONG A LINE DRAWN THROUGH THE POINT OF BEGINNING AND AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID LOT 23) NORTHWEST OF THE POINT OF BEGINNING; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO SAID SOUTHERLY LINE 1.00 FOOT TO THE POINT OF BEGINNING) IN RAVINE BLUFFS A SUBDIVISION IN SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 19, 1914 AS DOCUMENT NUMBER 5479940, IN COOK COUNTY, ILLINOIS.

05 - 06 - 302 - 013

which has the address of

1056 MEADOW

[Street]

GLENCOE

[City]

Illinois **60022**

[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.

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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 an 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 Board; 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.

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Any amounts disbursed by Lender under this paragraph 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 at the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

Lender may take action under this paragraph, Lender does not have to do so.

Instrument, applying reasonably to court, paying reasonable attorney fees and costs of suiting on the Property to make repairs. Although in the Property, Lender's actions may include paying any sums accrued by a lien which has priority over this Security Instrument; then Lender may do and pay for protection is necessary over the value of the Property and Lender's rights in the instrument; such as a proceeding in bankruptcy, probably, for condemnation or to enforce laws or Lender's rights in the Property to protect the lessee's rights to his Security Instrument, or there is a legal proceeding that may significantly change conditions and agreements contained in this Security Instrument, or Lender's rights to perform the covenants and agreements contained in this paragraph. If Borrower fails to perform the 7. Protection of Lender's Rights in the Property; Borrower shall no longer be liable to the lessor to the extent of proceeds to償還權。

Borrower shall no: merge unless Lender agrees to the writing. Borrower shall comply with the provisions of the lease. And if Borrower acquires fee title to the Property, the lessor shall be liable to the extent of damage or subordination of the lease.

6. Preservation of title to the property; Lender shall not destroy, damage or subdivide instruments immediately prior to the acquisition.

Lender due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If pospone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments which the notice is given.

The Property or to pay sums secured by this Security Instrument, whether or not then due. The 2nd day period will begin after abandonment of claim, when Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore Borrower abandoning the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessened, the security is not lessened. If the security damaged, if the restoration or repair is not made promptly by Borrower, Lender shall be entitled to restoration or repair is not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender if not held the policies and notices. If Lender renews, Borrower shall promptly give to Lender all receipts of paid premiums and renewals. In the event of loss, Borrower shall include a standard moratorium clause.

Lender shall have the right to hold the policies and renewals. If Lender renews, Borrower shall notify Lender immediately after providing the notice.

5. Hazard Insurance. Borrower shall keep the major elements now existing or hereafter erected on the Property of the giving of notice. Insurance carrier provides insurance shall be chosen by Borrower, subject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "extreme load coverage", and any other hazards for which Lender insures reasonably with the property.

Borrower shall provide the indemnity over the amount acceptable to Lender (b) contains in good faith the lessor by, or defends claims contained in the lessor in a manner acceptable to Lender (a) contains in writing to the lessor by, or defends claims contained in the lessor in a manner acceptable to Lender. Borrower shall promptly furnish to Lender notices identifying the lessor. Borrower shall satisfy the lessor or more of the actions set forth above within 10 days notice of property is subject to a lien which may attach prior to the lessor, except to Lender may give Borrower a grace period suitable to Lender's subordination of the lessor, in this Security Instrument. If Lender determines that any part of agreement is nonconforming to the lessor or for failure of any part of the property, or (c) contains from time holder of the lessor by, or defenses claims contained in the lessor in a manner acceptable to Lender, or opinion of the lessor by, or defenses claims contained in the lessor in a manner acceptable to Lender.

4. Chattel Lien. Notwithstanding the above, to late charges due under the Note, second, to pay amounts received by Lender under the same terms. Notes, third, to amounts payable under paragraph 2, fourth, to interests due, and last, to principal due.

3. Application of funds. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs I and 2 shall be applied: first, to late charges due under the Note, second, to pay amounts received by Lender under the same terms.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender for its immediate purpose, if not to the sale of the property is sold or acquired by Lender, any funds held by Lender shall apply to Lender's application as a credit, unless applied by this Security Instrument.

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.

If the amount of the funds held by Lender, either provided to Borrower or credited to escrow items, together with the future monthly payments of funds paid prior to the due date of the escrow items, shall exceed to pay the escrow items when due, the excess shall be applied to Lender's account in escrow items.

If the amount of the funds held by Lender, together with the future monthly payments of funds paid prior to the due date of the escrow items, shall exceed to pay the escrow items when due, the excess shall be applied to Lender's account in escrow items.

The funds shall be held in an institution the depositories 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.

To Lender on the day following the day of the funds was made. The funds are pledged as additional security for the sums secured by purpose of the funds held by Lender, without charge, an annual account of the funds showing credits and debits to the funds and the funds shall give to Borrower, without charge, shall not be required to pay Borrower any interest or earnings on the funds. Lender requires to be paid, Lender shall not be required to pay the funds when due, if made of applicable law Lender may agree in writing that interest shall be paid on the funds. Unless an escrow item is made of applicable law Lender pays Borrower interest on the funds and applies the funds to pay the escrow items. Unless Lender may not charge for holding the funds to make such a charge. Borrower and Lender may not charge for holding the funds and applying the funds, until the note is paid in full, a sum ("funds") equal to the amount of the funds held by Lender, together with the future monthly payments of funds paid prior to the due date of the escrow items.

2. Funds for Taxes and Instruments. Subiect to applicable law or to written waiver by Lender, Borrower shall pay the principal of and interest on the debt evidenced by the Note and Late Charges. Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and Late Charges due under the Note.

1. Payment of Premiums. Borrower and Lender covenant and agree as follows: