

# UNOFFICIAL COPY

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THIS INSTRUMENT WAS PREPARED BY:  
ALLSOURCE MORTGAGE BANKERS  
2528 GREEN BAY ROAD  
EVANSTON ILLINOIS 60201  
DENISE F. EILRICH

3 8 2 9 3 7 5 2

88298752

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 27,  
19 88 The mortgagor is DOUGLAS M. CORNER A BACHELOR

("Borrower") This Security Instrument is given to  
ALLSOURCE MORTGAGE BANKERS  
which is organized and existing under the laws of STATE OF ILLINOIS  
2528 GREEN BAY ROAD EVANSTON ILLINOIS 60201  
, and whose address is  
("Lender").

Borrower owes Lender the principal sum of EIGHTY SIX THOUSAND TWO HUNDRED AND 00/100

Dollars (U.S. \$ --- 86,200.00---). 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 JULY 01ST, 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:

LOTS 9 AND 10 IN BLOCK 5 IN BROWNE'S AND CULVER'S ADDITION TO EVANSTON IN SECTION  
13, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

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PI# 1013421003 and 10123421002

1616 LAKE STREET  
which has the address of  
60201 [Street]  
Illinois [City]  
[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 seized 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.

BOX 158

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

VMP 6 (IL) 0707

CMTG

VMP MORTGAGE FORMS • 1313/293-8100 • 1800/521-7251

Form 3014 12/83

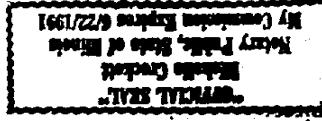
DEAN NUMBER: CORNER

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MTR



88298752  
day of June , 1988

Given under my hand and official seal, this

set forth.

free and voluntary act, for the uses and purposes herein  
signed and delivered the said instrument as  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
personally known to me to be the same person(s) whose name(s)

do hereby certify that ROUGIAS M. CORNER A BORROWER,

, a Notary Public in and for said county and state,

I, the undersigned

STATE OF ILLINOIS,

County ss:

Cook

(Space Below This Line for Acknowledgment)  
#11111 TRAIN 894 07/07/88 14:16:00  
DEFT-01 RECORDING -Borrower \$14.00  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

ROUGIAS M. CORNER  
(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

Other(s) [Specify]       Graduated Payment Rider       Planned Unit Development Rider  
 Adjustable Rate Rider       condominium Rider       2-4 Family Rider  
 [Check Applicable Box(es)]

Instrument to the co-owners and agreements of this Security instrument as if the rider(s) were a part of this Security instrument  
23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with  
22. Waiver of Homestead, Borrower waives all right of homestead exception in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recording costs.  
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument for any other purpose than to collect by foreclosure the principal provided in this paragraph 19, including  
costs of management of the Property and collection of rents, including, but not limited to, payoffs to collect the rents of  
the Property received by Lender or the receiver's fees, premiums on  
appomited receiver shall be entitled to collect by foreclosure the principal provided in this paragraph 19, including  
prior to the expiration of the possession following sale, Lender (in person, by agent, or by judicially  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
but not limited to, reasonable expenses incurred in pursuing the remedies provided in this paragraph,  
Lender shall be entitled to collect all expenses incurred in further demand and may foreclose this Security instrument by judicial proceeding,  
this Security instrument without notice. Lender at its option may negotiate immediate payment in full of all sums secured by  
before the date specified in the notice. Lender after acceleration or default is not cured on or  
existsence of a default or any defense of Borrower to assert in the foreclosure proceedings the non-  
performance Borrower of the rights to reinstate acceleration and sale of the Property. The notice shall further  
secured by this Security instrument, foreclose by judicial proceeding and sell of the sums  
and (d) later failure to cure the default or before the date specified in the notice may result in acceleration of the sums  
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 date acceleration under paragraphs 13 and 17  
breach of any covenant or agreement in this Security instrument (but not prior to acceleration following Borrower's  
failure to give notice further covenant and agree as follows:

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

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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 sums 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(s) 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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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower. Security instrument, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest at a rate secured by this Note.

7. Payment of Premium and Lender's 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.

8. Funds for Taxes and Escrow. Subject to applicable law or to a written Note until the Note is paid in full, a sum ("Funds"), less than one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security instrument; (b) yearly leasehold payments and interest on the Funds and applying the Funds to pay the escrow items; (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.

9. Payment of Premium and Lender's 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.

10. Lender may take action unless Secured party fails to perform the obligations set forth in this paragraph 7, Lender does not have to do so.

11. Provisions in the Property. Lender's interests may include paying any sums secured by a lien which has priority over this Property and Lender's rights in the Property, when Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the regulations, such as a proceeding in bankruptcy, probable, for condemnation or to enforce laws or covenants and agreements contained in this Security instrument or to enforce significantly different terms and conditions of the Property; Mortgagor's Rights in the instrument, applying in court, paying reasonable attorney fees and expenses incurred on the defense of this Note and Lender to do so.

12. Preservation and Maintenance of Property; Lessees. Borrower shall comply with all covenants and conditions of the lease, and if Borrower acquires fee title to the Property, the leasehold damage to this instrument, unless Lender not make payment to the merger in writing.

13. Postponement of Lender's Rights in the Property. Lender's rights to acquire the Property by paragrapah 19 of this instrument shall be postponed to the extent of the sums secured by this Security instrument from damage to the Property is acquired by Lender, Borrower's rights to any insurance policies and proceeds resulting under paragraph 19 of this instrument shall be postponed to in paragraphs 1 and 2 or committal waste, if this Security instrument is on a leasehold, change of the Property, allow the Property to deteriorate or committal waste. If this Security instrument is a leasehold, damage to this instrument, unless Lender not make payment to the merger in writing.

14. Preservation and Maintenance of Property; Lessees. Borrower shall not destroy, damage or substaially instrument immediately prior to the acquisition. Instruments to the Property unless Secured party agrees in writing, any application of proceeds to principal, shall not exceed or postpone the due date of the sums secured by this Security instrument, unless Lender not make payment to the merger in writing.

15. Insurance Premiums and Renewals. Lender may make proof of loss if not made promptly by Borrower, all receipts of paid premiums and renewals, if Lender receives shall give prompt notice to Lender, unless Lender have the right to hold the policies and renewals, if Lender receives shall promptly give to Lender reasonable policies and renewals shall include a standard mortgage clause.

16. Hazard Insurance. Borrower shall keep the insurance now existing or heretofore received on the Property and Lender may choose by Borrower's priority over the insurance set forth above within 10 days of the giving of notice.

17. Charges; Lien. Borrower shall satisfy the lien in a timely manner acceptable to the Lender to pay all taxes, fines and impositions attributable to the Lender under otherwise than a standard mortgage clause.

18. Applications and Payments. Unless applicable law permits otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied to the sums secured by this Security instrument.

19. Payment of Premiums. Upon payment of all sums secured by this Security instrument to Lender to pay the escrow items when due, Borrower shall pay all monthly payments of Funds, if any, to the Lender in full, except to the extent of the Funds held by Lender, unless Borrower is not amouinted to pay the escrow items to Lender at the time of payment of the escrow items, either priority to pay all taxes, fines and impositions attributable to the Lender.

20. Note; Interest; Payment of Premiums. If the amount of Funds held by Lender exceeds the amount required to pay the escrow items when due, Borrower shall pay all taxes, fines and impositions attributable to the Lender.

21. Payment of Premium and Lender's 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.

22. Funds for Taxes and Escrow. Subject to applicable law or to a written Note until the Note is paid in full, a sum ("Funds"), less than one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security instrument; (b) yearly leasehold payments and interest on the Funds and applying the Funds to pay the escrow items; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items."