

BOX 338 G

PREPARED BY AND MAIL TO:

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

UNOFFICIAL COPY

88303107

LOAN # 260976

COOK COUNTY, ILLINOIS

FILED FOR RECORD

1988 JUL 11 AM 3:53

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1169771 D.E. McCarthy

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MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on **JULY 8th**
1988 The mortgagor is
RAYMOND W. NYQUIST, DIVORCED, NOT REMARRIED

("Borrower"). This Security Instrument is given to
ILLINOIS REGIONAL BANK N.A., ELMHURST
 which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**,
105 S. YORK STREET ELMHURST, IL 60126, and whose address is
 ("Lender").

Borrower owes Lender the principal sum of
SEVENTY NINE THOUSAND & 00/100

Dollars (U.S. \$ **79,000.00**). 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 **AUGUST 1, 2003**. 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**

SEE ATTACHED ADDENDUM "A"

201303088

TAX ID # **10-21-330-036-1014**which has the address of **5200 W. OAKTON UNIT #204****SKOKIE** (city)Illinois **60077** ("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.

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9901 SOUTH MARKS ROAD, SUITE 300
MIDWEST MORTGAGE SERVICES, INC.
RECORD AND RETURN TO:

NOTARY PUBLIC
STATE FEDERATION
This Document Prepared By:
My Commission Expires: (08/84)

Given under my hand and official seal, this 8th day of August,

Year.

Signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appears before me this day in person, and acknowledges that he

, personally known to me to be the same person(s) whose name(s) is

do hereby certify that *K. C. Schmitz* is *not deceased*, *not insane*

1. *The undersigned*, a Notary Public in and for said County and State,

County ss:

STATE OF ILLINOIS, C. B. H.

(Space below this line for Acknowledgment)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

RAYMOND W. NOUIST

R. W. Nouist

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, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, if one or more riders are executed by Borrower and recorded together with

22. Waiver of Homeestead. Borrower waives all right of homestead exemption 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 and reasonable attorney fees, and then to the sums secured by this Security

Instrument, including, but not limited to, the amounts paid by the recipient of the Property, his heirs, executors, administrators, and beneficiaries of rents, including, but not limited to, the amounts paid by the

recipient following liquidation of the Property, and to collect the results of the liquidation of the

Property to the extent received to redeem upon liquidation, Lender (in person, by agent or by duly

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

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 Paragraph 19, including,

this Security Instrument without further demand and may repossess this Security Instrument in full of all sums secured by

before the date specified in the notice to remanant, Lender to assert in the foreclosure proceeding on or

excess of a default or any other deficiency or acceleration of the debt due to Borrower to receive payment of the sum

secured by this Security Instrument, foreclose by judicial procedure by sale of the notice made, result in acceleration of the sum

and (d) that failure to cure the default on or before the date specified in the notice given to Borrower, by which the debt is not less than 30 days from the date the notice is given to Borrower, to cure the debt within 17

delays; applicable law provides otherwise; (a) the notice shall be given to Borrower to accelerate to cure the

breach of any covenant or agreement in this Security Instrument under paragraph 13 and 17

19. Acceleration; Remedies. Lender further governs as follows:

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

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the date of debenturement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower subsequently transferred, unless otherwise agreed by Lender under the Note.

Any amounts disbursed by Lender under this paragraph 7, Lender does not have to do so.

Lender may take action under this paragraph 7, Lender does not have to do so.

Lender may, upon filing a complaint with the court, pay sums receivable under this paragraph 7, Lender does not have to do so.

Borrower shall cause to appear before a Notary Public in the state where this Note is payable to make copies of the documents necessary to prove the validity and enforceability of this Note.

6. Preservation and Maintenance of Property; Lenderhold. Borrower shall not destroy, damage or substantially impair the property prior to the cancellation of this Note.

Under Paragraph 19 the property is acquired by Lender, Borrower may file a complaint with the court to prove the validity and enforceability of this Note.

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Under Paragraph 19 the property is acquired by Lender, Borrower may file a complaint with the court to prove the validity and enforceability of this Note.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium clause.

Lender shall have the right to hold the policies and notices, if Lender requires, shall provide to Lender reasonable notice to Lender.

6. Standard Insurance. Borrower shall keep the instruments now existing or heretofore executed on the property of Lender.

Borrower shall promptly discharge the insurance held by Lender's assignee to Lender's approval which shall not be unreasonable.

Agreement and stipulations included within the term "extinguished" and any other hazards for which Lender

agrees in writing to the payment of the obligation, secured by the lien in a manner acceptable to Lender, (b) contents in good

agreements shall promptly discharge the insurance held by Lender unless Borrower: (a)

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions irreducible to the

parcels, to amounts payable, under Paragraph 2, to interest due, to principal due.

3. Application of Payments. Unless payable law provides otherwise, all payments received by Lender under the application as a credit, to the same sums secured by this Security instrument.

Upon payment, or in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any amount necessary to make up the deficiency in one or more payments as required by Lender.

If the amount made, the funds showing credits to the escrow items when due, Borrower shall pay to Lender to the

amount not be required to pay Borrower any interest or earnings on the funds, Lender shall give to Borrower, without charge, that interest shall be paid on the funds and debts to the funds and the purpose for which each debt is 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, a portion of the funds which is made or applicable law requires interest to be paid, Lender

by Lender in connection with the funds and applicable law permits Lender to make such a charge. A charge assessed by Lender may not charge for holding the funds and any interest or earnings on the funds to pay the escrow items, or trustee agency (including Lender) in an institution the depositor accounts of which are insured or guaranteed by a federal basis of current data and reasonable estimates of future escrow items.

2. Funds for Taxes and Insurance. Subsidiary tax and insurance premiums are due under the Note to a written waiver by Lender to Lender under the Note.

1. Payment of Prepayment and Late Charges. Borrower shall 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.

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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; 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 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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ADDENDUM "A"
LOAN # 260976
RAYMOND W. NYQUIST

LEGAL DESCRIPTION

PARCEL 1: UNIT 204 IN OAKTON TERRACE CONDOMINIUM AS DELINEATED ON SURVEY OF LOT 29 (EXCEPT THE WEST 39.50 FEET THEREOF) AND ALL OF LOT 30 IN THE SUBDIVISION OF LOT 25 AND THE SOUTH 30 FEET OF LOT 18 OF OWNER'S SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS "PCL") WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY FIRST NATIONAL BANK OF SKOKIE TRUST NUMBER 50026 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23018136, AS AMENDED BY DOCUMENT NUMBER 23069896 TOGETHER WITH UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2: EASEMENT FOR PARKING PURPOSES IN AND TO PARKING SPACE NUMBER 32 FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM FIRST NATIONAL BANK OF SKOKIE AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 4, 1973 AND KNOWN AS TRUST NUMBER 50026 TO GERTRUDE L. DO BROTH DATED SEPTEMBER 23, 1975 AND RECORDED SEPTEMBER 30, 1975 AS DOCUMENT 23239497 ALL IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

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MULTISTATE CONDOMINIUM RIDER—Single Family—FNMA/FHLBC UNIFORM INSTRUMENT

Borrower.....
.....(Seller)Borrower.....
.....(Seller)Borrower.....
.....(Seller)Borrower.....
.....(Seller)

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND PROVISIONS CONTAINED IN THIS CONDOMINIUM RIDER.

If, Remedies, If Borrower does not pay condominium dues and assessments when due, then Lender may pay them, the Owners Association immediately to Lender.

(iv) Any action which would have the effect of rendering the public liability insurance coverage mentioned by or

(iii) termination of professional insurance and assumption of self-management of the Owners Association Lender.

(ii) my demand to my provision of the Condominium Documents if the provision is for the express benefit of emoluments domum).

(i) the absence of substantial defalcation by me or my causality or in the case of a taking by condemnation or required by law in the case of nonpayment defalcation by me or my causality or in the case of a taking by condemnation or

Lender, either pursuant to my application or otherwise the Property of Lender is held with Lender's prior written consent, or for my convenience in the event of cancellation or withdrawal of the Property, whether or the unit or of the common connection with my condominium or after taking all or any part of the Property, whether or the unit or of the common connection with my condominium or after taking all or any part of the Property, payable to Borrower in

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in association with liability insurance and expense of coverage to Lender.

C. Public liability insurance and expense of coverage to Lender, without, and except of expense to insure that the Owners

Property, whether to the unit or to common elements, my proceeds payable to Borrower the hereby assigned and shall be paid to Lender for the unit or to common elements, my access paid to Borrower.

In the event of a disaster causing hazard insured insurance coverage.

Borrower shall give notice of any lapse in required insurance coverage.

(ii) Borrower, obliging under Uniform Coverage to maintain hazard insurance coverage on the Property is deemed satisfied to the extent of the required coverage provided by the Owners Association policy.

The yearly premium insuring the property of one-twelfth of the monthly payment to Lender.

(i) Lender retains the provision in Uniform Coverage 2 for the monthly payment to Lender, the term "retained coverage", (each)

coverage in the property, for the period, and affirms the condominium Project which is subject to Lender and which provides insurance "master" or "unit", paying as the Owners Association Association units, with a generally accepted insurance carrier, a

B. Hazard Insurance. So long as the Owners and associations involved pursuant to the Condominium documents, promptly pay, when due, all dues and assessments imposed upon them to the Condominium documents.

A. Condominium Obligation. Borrower shall perform all of the obligations under the Condominium

Borrower and Lender further agree to the agreements and usage as follows:

CONDONIUM COVENANTS. In addition to the agreements and agreements made in the Security Insurance,

"Owners Association," holds title to property for the benefit or use of its members or shareholders, the Property also

(the "Condominium Project"), It the Owners association acts for the Condominium Project (the

(name of Condominium Project),

OPTION TO RENEW CONDOMINIUM

The Property includes a unit in, together, with an undivided interest in the common elements of a condominium project known as:

of the same date included covering the Property described in the Security Instrument and located at:

5200 W. ORATION UNIT #204 SKOKIE, ILLINOIS 60077

"Security Instruments," of the same date given by the Mortgagor, Deed of Trust or Security Deed (the "Lender")

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed to

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 8th day of July, 1988.

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Property of Cook County Clerk's Office