

UNOFFICIAL COPY

Form 3014 12 83
Amended 5 87

ILLINOIS

THIS SECURITY INSTRUMENT is given to the lender and the lender agrees to use and maintain the same with the borrower as security for the loan and to record the same in the public records of Cook County, Illinois. The borrower agrees to pay to the lender the principal amount of the loan and interest thereon as provided in the Security Instrument and to defend the title to the Property against all claims and demands, subject to any liens in favor of the lender, and to execute and record all necessary instruments to carry out the purposes of this Security Instrument. All the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, water, gas rights and profits, water rights and stock and all fixtures now or hereafter attached to the property, are included in the Security Instrument as the Property.

Illinois
60005
(Property Address)

1106 PARK STREET
ARLINGTON HEIGHTS

03-32-225-022

Property of Cook County, Illinois

dated the same date as this Security Instrument, which provides for monthly payments with the first payment not later than August 1, 2019. The Security Instrument provides for the debt evidenced by the Note with interest and all general extensions and modifications of the payment plan, but subject to the terms and conditions set forth in the Security Instrument and the Note. The lender agrees to accept the property as security for the loan and to record the same in the public records of Cook County, Illinois. The borrower agrees to pay to the lender the principal amount of the loan and interest thereon as provided in the Security Instrument and to defend the title to the Property against all claims and demands, subject to any liens in favor of the lender, and to execute and record all necessary instruments to carry out the purposes of this Security Instrument.

ONE HUNDRED THIRTY ONE THOUSAND TWO HUNDRED AND NO/100

WHEATON, ILLINOIS 60187

2000 SOUTH MAPLEVILLE ROAD

OF ILLINOIS, ITS SUCCESSORS AND/OR ASSIGNS

THIS MORTGAGE Security Instrument is given on JULY 14 1969 The mortgagor is CHARLES M. KOPP, BACHELOR AND CAROL L. COOLING, SPINSTER

MORTGAGE 01343292

89325969

89155124

RE-RECORDED TO CORRECT DATE IN LEGAL DESCRIPTION

COOK COUNTY, ILLINOIS

89155124

89325969

89-325039

EQUITY TITLE COMPANY L.C. (10) 2130 114

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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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Lender shall pay the premiums required to maintain the insurance in effect and such time as the requirement for the insurance term expires in accordance with the terms of the insurance policy and Lender shall pay the cost of the insurance in accordance with the terms of the insurance policy. Lender shall also pay the cost of the insurance in accordance with the terms of the insurance policy. Lender shall also pay the cost of the insurance in accordance with the terms of the insurance policy.

15. Governing Law; Severability. This Security Instrument shall be governed by the law of the State in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note which can be given effect without the operation of this Security Instrument and the law of the State in which the Property is located, shall be held to be unenforceable or void, the remainder of this Security Instrument shall remain in full force and effect.

16. Borrower's Copy. Borrower shall be given one unrecorded copy of the Note and of this Security Instrument. Lender shall retain a copy of the Note and of this Security Instrument. Lender shall retain a copy of the Note and of this Security Instrument. Lender shall retain a copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in the Property. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property.

18. Borrower's Right to Redeem. Borrower shall have the right to redeem the loan secured by this Security Instrument at any time and from time to time. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property.

19. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address designated by Borrower. Any notice to Lender shall be given by first class mail unless applicable law requires use of another method. The notice shall be directed to the first class mail unless applicable law requires use of another method.

20. 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 limit, then any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and if any sums already collected from Borrower which exceeded the permitted limit shall be refunded to Borrower. Lender may not make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund is required, the refund will be treated as a partial prepayment with respect to the principal amount of the loan.

21. 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, and shall be subject to the provisions of Paragraph 17. Borrower's successors, assigns and co-signers shall be jointly and severally liable to Lender for the performance of the obligations of this Security Instrument. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property.

22. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or forbearance by Lender in any circumstance shall not constitute a release of Borrower's obligations or a waiver of Lender's rights. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property.

23. Inspection. Lender may inspect the Property and the condition of the Property at any time and from time to time. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property.

24. Condemnation. If the Property is condemned, Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property.

25. Assignment of the Loan. Lender may assign the loan secured by this Security Instrument to any person or entity. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property.

26. Waiver of Prerequisites. Lender may waive any prerequisites to the exercise of its rights under this Security Instrument. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property.

27. Entire Agreement. This Security Instrument and the Note constitute the entire agreement between Lender and Borrower. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property. Lender shall be notified in writing of any transfer of the Property or a beneficial interest in the Property.

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NON UNIFORM COVENANTS, Conditions and Lender further as set forth as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement 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 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; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or 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 further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 redemption following judicial sale, Lender or person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect 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 costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. 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 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 appropriate box(es)]:

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

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

Charles M. Kopp
x CHARLES M. KOPP/BACHELOR (Seal) Borrower

Carol L. Cooling
x CAROL L. COOLING/SPINSTER (Seal) Borrower

DEPT-01
141111 16AN 3302 09/26/89 14:32:00
89-45422
COOK COUNTY RECORDER

(Seal) Borrower

(Seal) Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS,

Cook County ss:

I, *The Undersigned*,

Notary Public in and for said county and state,

do hereby certify that CHARLES M. KOPP, BACHELOR AND CAROL L. COOLING, SPINSTER

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

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that They

signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein

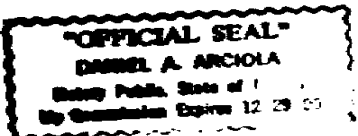
set forth.

Given under my hand and official seal, this *14th* day of *July*, 19*89*

My Commission expires:

Daniel A. Arciola
Notary Public

PREPARED BY:
ROBERT L. HOLZER
WHEATON, IL 60187



RECORD AND RETURN TO:

RBD MORTGAGE COMPANY
OF ILLINOIS
2000 SOUTH NAPERVILLE ROAD
WHEATON, ILLINOIS 60187

MAIL

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