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MR0246/D/M 4-187

Form 3014 12/83

ILLINOIS - Illinois Family - FINAVFLMC UNIFORM INSTRUMENT

Vestibulations by juncstellen to construct a uniform security instrument covering real property.

Grant and convey the Property and all Borrower's interest therein to the Trustee, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all assessments, rights, appurtenances, rents, royalties, 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 instrument as the "Property".

(Property Address); Illinois

WILSON SIRI AND SUDHAKAR RAO / JOURNAL OF POLYMER SCIENCE: PART A: POLYMERS FOR ADVANCED TECHNOLOGIES / VOLUME 37, NUMBER 10, OCTOBER 1999

Le programme de formation en enseignement et en recherche en sciences humaines et sociales est destiné à former des enseignants et des chercheurs dans les domaines de l'anthropologie, de la sociologie, de l'histoire, de la philosophie, de la psychologie, de la linguistique, de la littérature et de l'art.

As a result, the number of people who have been infected with the virus has increased rapidly, leading to a significant increase in the number of deaths.

¹ See also the discussion of the relationship between the two concepts in the section on "The Concept of Social Capital."

¹⁴ See, e.g., *U.S. v. Babbitt*, 100 F.3d 1250, 1254 (10th Cir. 1996) (“[T]he [Bald Eagle] Act does not prohibit the killing of bald eagles.”); *U.S. v. Ladd*, 100 F.3d 1250, 1254 (10th Cir. 1996) (“[T]he [Bald Eagle] Act does not prohibit the killing of bald eagles.”).

TAX I.D. #10-27408-018-0000

ILLINOIS.

LOTS 2 AND 3 IN KOSTNER DARRIS SUBDIVISION EAST OF THE SOUTH DIVISION LINE SECTION 13, TOWNSHIP 14, RANGE 11, NORTH, BARTON COUNTY, KANSAS

UN REDECTOR FUE DADO DEGUSCASA. BUMPEROL SUL RECUPEROU 40 MILHOES DE REAIS NA VENDA DE TECNOLOGIA. A FABRICA VENDEU 100 MILHES DE UNIDADES.

newels, excrescions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the seafarers.

(“Note”), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 31.

ONE HUNDRED TWO THOUSAND SEVEN HUNDRED EIGHTY AND OO/100

which is organized and is living under the laws of the state of Oregon.

(Borrower), This Security Instrument is given to

SHEARON, DONALD A., SPARIS, A. SPARIS, HUSBAND AND WIFE
CAGLE, CATHERINE M.

19 89 The model year is
the Society instrument is given on NOVEMBER 9.

MORTGAGE A loan made by a bank or other financial institution to a person who pledges his or her home as security for the debt.

[\[Specify Above This Line for Recording Purposes\]](#)

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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 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 paid 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 9 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 3, 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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Security instrument without further notice or demand on Borrower, unless prior to the expiration of this period, Lender may invoke any remedies permitted by this method.

However, this option shall not be exercised by Landlord if exercise is prohibited by federal law as of the date of this Security Instrument.

sold or transferred, 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.

provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Governing Law; Sovereignty. 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 conflicts with the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting law.

address Borrower's address by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address as set forth above or by other means of delivery as provided in this paragraph.

exercises this option, Letard shall take the steps specified in the Second Paragraph 1.

13. **Legislative Action** - Any change in the law or regulation, or any other action taken by the State or Federal Government, which would affect the operation of this Agreement, shall be submitted to the Board for its consideration.

make this result by reducing the principal owed under the Note, by making a direct payment to Borrower. Under this procedure, if (a) the funds already committed toward the Note are used to reduce the principal, the reduction will be treated as a partial prepayment within the payoff period charge under the Note.

This section, often referred to as the "loan charge" section, is intended to ensure that the interest or other charges collected by a creditor in connection with a 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 the debtor under the terms of the agreement or otherwise may choose to

17. Borrower's co-signers and agreeements 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)

apartate to release the title of the original Borrower or Borrower's successors in interest. Landlord shall not be required to commence proceedings against any successor or transferee of the original Borrower or Borrower's successors in interest to recover sums secured by this Security Interest, unless made by the original Borrower or Borrower's successors in interest. Any

the due date of the instalments partly payable referred to in Paragraphs 1 and 2 or change the amount of such payments.

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.

If the Property is abandoned by Borrower, or if, after notice by Lender that the condominium offers to make an award of 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 sell the Property to a third party.

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 multipled by the following fraction: (a) the sum secured immediately before the taking, divided by (b) the fair market value of the

Confidentiality or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assented and shall be applied to the sums secured by this Security Instrument.

Borrower's notice of the time or prior to an inspection specifying reasonable times upon and inspections of the property; Lender shall give 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any interest in the property by any governmental authority or agency, or by any person or persons under color of law, shall be used to pay all amounts due and unpaid on the note.

"In consideration whereof, the undersigned, being the duly authorized agent of the company, do hereby bind the company to pay the premiums required to maintain the ~~Health~~^{Life} 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.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree 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 nonexistence 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 (in 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 applicable box(es)]

Adjustable Rate Rider

Condominium Rider

1-4 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.


ANDREW SARRIS

(Seal)

-Borrower


SHARON A. SARRIS

(Seal)

-Borrower

(Seal)

-Borrower

BOX 333 - TH

Prepared by and return to:

WESTAMERICA MORTGAGE COMPANY
17 West 635 Butterfield Road, Suite 140
Oakbrook Terrace, IL 60181

[Space Below This Line for Acknowledgement]

State of Illinois

County of Cook, ss:

The undersigned

Do hereby certify that

Andrew Sarris and Sharon A. Sarris his wife

, a notary public, in and for the county and state aforesaid,

personally known to me to be the same person(s) whose name(s) instrument, appeared before me this day in person and acknowledged that the said instrument as free and voluntary act for the uses and purposes therein set forth.

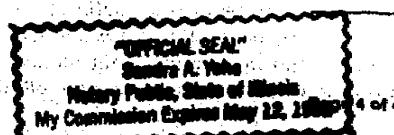
subscribed to the foregoing signed, sealed, and delivered:

Given under my hand and Notarial Seal this

9th day November, A.D. 1989

S. Andrew A. Yehuda
Notary Public

My commission expires:



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