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MORTGAGE

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September 11	. 1990			COOK COUNTY	I RECURDER
				•	
1863 WILLIAMSBURG,	HOFFMAN ESTATES,	ILLINOIS	60195		
Property Address		City		State	Zip Code
RICHARD A. VAN NAT	TA, DIVORCED AND I	NOT SINCE	REMARRIED		·
Borrower(s)	Bor	rower(s) addres	s if different from i	Property address	f ,
TRAVELERS MORIGAGE	SERVICES, INC.	1 5 660 MI	DWEST ROAD.	SUITE #32	
Lender	Len	der address	TER	PACE TILY	NOIS 60181
PRINCIPAL BALANCE (the amount you borrowed)	阿克尼斯拉克		(you	MOUNTS AND	n(s)
U.S. \$	建筑建筑	Monthly Pay	menta Finai Payment U.S. \$		Payment Final Payment ate Date
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THIS MORTGAGE is made today between the Borrower, of the name and address shown above (herein "Borrower"), and the Lender shown above.

A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF NEW JERSEY

with an address shown above (hereir, "Lender").

WHEREAS. Borrower is indebted to Let der in the amount of the Principal Balance shown above, which indebtedness is evidenced by Borrower's note dated the large date as this Mortgage and extensions and renewals thereof (herein "Note"), providing for monthly installments of fincipal and interest; with the balance of the indebtedness, if not sooner paid, due and payable on the Final Payment due shown above.

TO SECURE to Lender the repayment of the indepted ness evidenced by the Note, with interest thereon: the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage: and the performance of the covenants and agreements of Borlovicz herein contained. Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property which has the address shown above (herein "Property Address"):

Property Tux Index Number: 07-07-201-119

PARCEL 1: UNIT 1, AREA 13, LOT 10, IN BARRINGTON SQUARE UNIT NO.

1, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION

7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL

MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVE: PLR 14,

1969 AS DOCUMENT NUMBER 21013529, IN COOK COUNTY, ILLING.S.

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PARCEL 2: EASEMENT APPURTENANT TO THE ABOVE DECRIBED REAL ESTATE AS DEFINED IN DECLARATION RECORDED JUNE 8, 1970 AS DOCUMENT NUMBER 21178177, IN COOK COUNTY, ILLINOIS.

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THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO: TRAVELERS MORTGAGE SERVICES, INC., 1 S 660 MIDNEST ROAD, SUITE #321, CAKEROCK TERRACE, ILLINOIS 60181

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

ILLINOIS - SECOND MORTGAGE - 1-90 - modified INSTRUMENT

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UNIFORM COVENALTS. For row rand Langer covenant and agree as follows.

1. Payment of Condina and Interest. However all the principal and interest in-

1. Payment of endipal and Interdst. Holcon's Intelligent the principal and interest in debtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 pley ged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trus; harges: Llens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security preement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments whin due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen of Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Le. der within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restore tion or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit. Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deter oration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower falls to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and tinued at easy time prior to 90 days from the date the Borrower (i) has been served with a summons or by publication, or men Bottower after pare me the source and broccedings begin by Lender to enforce this Mortgage dis-

takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property ternseutes as provided in peragraph 17 harsof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower by Lender in this Mortgage ine coverients and agreements of Borrower contained in this Mortgage, and in enforcing Lender's other coverents of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred would be then due under this Mortgage and the Note had no acceleration occurred; (b) Bottower cures all breaches of any (ii) has otherwise apprended to the jurisdition of the court, which ever date is later, it: (a) Borrower pays Lender all sums which state. Notwithstanding Lender's acceleration of the sums secu et 14 this Mortgage due to 18. Borrower's Right to Rela

the of decumentary evidence, abstracts and title reports. ing all expenses of foreclosure, including, but not limited to, serie dout at the one and payable without further demand and may fore-be this Mortgage by judicial pro the state of the leader, at Leader's option, not are all of the sums secured by extensions and the transment of the total and the foreclosure the Montgage, foreclosure by Judicial proceeding, and sale of the Property. The distribution and the right (10, right; 10, right; 10 (d) that follows to care such breach on or before the date specified in the notice may and the best of the coverence to leave to leave to leave the total give best of the bottome. (1) the breach; (2) the control profiles to be best of the breach; (3) a case, not less than 10 days 2.5 a 15c date the notice is mailed to Borrower, by

Except as provided in paragrap. 14 hereof, upon Borrower's breach of any covenant or NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: secured by this Mortgage. If Borrower fails to pay these "ans prior to the expitation of this period, Lender may invoke any remedies permitted by this Mortgage without to the notice or demand on Borrower.

period of not iers then 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums Mender executes this option, Lender shall give Borrower notice of acceleration. The notice shall provide a

federal law as of the date of this Mortgage.

where it contains press apparation of the cander may, at its option, require immediate payment in full of all successed by Lender if exercise is prohibited by the both that the careful in the careful i The some of transferred (or it should be a least to all the source of th The state of the Property or any part of the Property or any interest

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ent, repeir, or we it tonn agreement which Borrower enters into with Lender. Lender, at Lender's option, property to Lender, an assignment of any rights. Servet polinity a save et. Borrower shall fulfill all of Borrower's obligations under any home rehabilita-

and it is against that be turnlished a conformed copy of the Note and of this Mortgage at the

espece of the state of the same of the sam the shear of effect other provisions of this Mortgage or the Mote are declared to be severable. As used herein, Security from the first series of this Mortgage or the Mortgage shall be the laws of the laws of the laws of the laws of the Mortgage or the More conflicts with applicable law, such that the same provision or clause of this Mortgage or the More conflicts with applicable law, such es to take the given to Borrower or Lender when given in the manner designated herein. n mbrout as a

a, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to performer as provided herein. Any notice provided for in this orsower at the Property Address or at such other address as Borrower may designate by notice to Lender wided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail ade. Encept for any notice required under applicable law to be given in another manner, (a) any notice to

of its the Property. and to its seasons and without releasing that Borrower or modifying the Borrower's consens and without release the same seasons and same seasons and same seasons are the same seasons are th 16; modify; forbear, or make any other accommodations with regard to the terms of this Mortgage or My Mable on the Mote or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder ad convey that Borrower's interest in the Property to Lender under the terms of this Mortgage. (b) is or who co-signs this Mortgage, but does not execute the Mote, (a) is co-signing this Mortgage only to rower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Bor-

on and Assigns Bound; Joint and Several Liability; Co-eigners. The covenants and agreements berein otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. ments are streetly amortization of the sums secured by this Mortgage by reason of any demand made by the original Bor-or end sourcessors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or the shell may be required to commence proceedings against such successor or refuse to extend time for payment or thall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. tion of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower over Net Reference Performance By Leader Not a Walver. Extension of the time for payment or modifica-