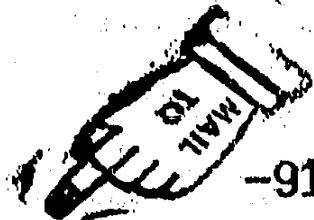


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DEPT-01 \$18.50  
T#7777 TRAN 2111 12/11/91 09:57:00  
48930 + G \*-91-649796  
CRAK COUNTY RECORDER

This instrument was prepared by:  
MARGARETTEN & COMPANY INC  
626 NORTH CT PALATINE, IL 60067

## MORTGAGE

60902822

THIS MORTGAGE ("Security Instrument") is given on December 3rd, 1991  
The mortgagor is LILLIE R WHEELER, SPINSTER

("Borrower").

This Security Instrument is given to  
MARGARETTEN & COMPANY, INC.  
under the laws of the State of New Jersey, and whose address is  
One Ronson Road, Iselin, New Jersey 08830  
Borrower owes Lender the principal sum of

Forty- Seven Thousand, Two Hundred and 00/100 Dollars  
(U.S. \$ 47,200.00). 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 January 1st, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt  
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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:

PARCEL 1: UNIT C-3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE  
INTEREST IN THE COMMON ELEMENTS IN 1130 ONTARIO CONDOMINIUM  
AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS  
DOCUMENT NUMBER 2459124, IN THE NORTHWEST 1/4 OF SECTION 7,  
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: A PERPETUAL EASEMENT CONSISTING OF THE RIGHTS AND  
EASEMENTS APPURTEnant TO THE ABOVE DESCRIBED REAL ESTATE AND  
RIGHT TO USE FOR PARKING PURPOSES SPACE NUMBERS 23 AND 19 AS  
DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT "A" TO SAID  
DECLARATION OF CONDOMINIUM OWNERSHIP. PIN #16-01-112-014-1016

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which has the address of

1130 ONTARIO UNIT C3 OAK PARK, IL 60302

1050 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,  
and 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.

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.

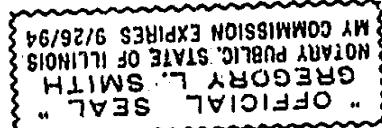
# UNOFFICIAL COPY

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
MARGARETTE & COMPANY, INC.  
Form 30149/90  
621 NATION COURT, 3RD FLOOR  
FALAIRE, IL 60067

Document Number 5 of 3 (Rev. 3/91)  
My Commission Expires 9/26/94

MAIL TO:

Henry P. Miller



S/26/94

My Commission expires:

Given under my hand and official seal, this 3rd day of December 1991

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that:  
before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument at this, here, there,  
free and voluntary act, for the uses and purposes herein set forth,  
personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared

LITTLE R. WHEELER, SPONSOR

STATE OF ILLINOIS, COOK

91549796

-BORROWER

-BORROWER

-BORROWER

LITTLE R. WHEELER-BORROWER

*LITTLE R. Wheeler*

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.

The following riders are attached:  
Condominium Rider

Supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
24. 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.

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**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 as if no acceleration had 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 Paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. 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 Paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. 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.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Unless Lender or Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair if the property damaged, if the restoration or repair is economic feasible and Lender's security is not lessened. If the restoration or repair is not economic feasible or repair is economic 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 fails to make sums secured by this Security instrument, whether or not lessened, the insurance proceeds shall be applied to pay sums secured by this Security instrument, whether or not them due. The 30-day period will begin when the notice is given, unless Lender may collect the insurance proceeds. Lender may use the proceeds to repair or replace the property or a claim, then Lender or Borrower either or not the insurance company has offered to settle abandoned 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 or Borrower either or not then due, within any excess paid to Borrower. If Borrower fails to make sums secured by this Security instrument, whether or not lessened, the insurance proceeds shall be applied to pay sums secured by this Security instrument, whether or not lessened, the insurance proceeds paid to Borrower, unless Lender or Borrower shall be appiled to repair if the repair is economic feasible and Lender's security is not lessened. If the repair is not economic feasible or repair is economic security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not lessened, the insurance proceeds paid to Borrower. If the repair is economic feasible and Lender's security is not lessened, the insurance proceeds shall be applied to repair if the repair is economic feasible and Lender's security is not lessened. If the repair is not economic feasible or repair is economic security would be lessened, the insurance proceeds shall be applied to pay sums secured by this Security instrument, whether or not lessened, the insurance proceeds paid to Borrower, unless Lender or Borrower otherwise agree in writing, insurance proceeds shall be applied to repair if the repair is economic feasible and Lender's security is not lessened. If the repair is not economic feasible or repair is economic security would be lessened, the insurance proceeds shall be applied to pay sums secured by this Security instrument, whether or not lessened, the insurance proceeds paid to Borrower.

If the excess Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the amounts in accordance with the requirements of Section 21, unless when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amounts necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

Upon payment of the amounts secured by this Security instrument, Lender shall provide a credit adjustment or funds held by Lender, if, under Paragraph 21, Lender shall acquire or sell the Property, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit adjustment or by this Security instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraph 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2, third, to interest due; fourth, to principal due; and last, to any late charges due under Paragraph 4.

4. Changes; Lien. Borrower shall pay all tax, assessments, charges, fines and impositions attributable to the Property which may attach over this Security instrument, and each hold harmless, to Lender for any damage or expense resulting from any action taken by Lender to collect any amount due hereunder.

Paragraph 11 Borower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing these payments. If Borower makes these payments directly, Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph to the person owed payment. Borower shall furnish to Lender all notices of amounts to be paid under this directly to the manuturor provided in Paragraph 2, if not paid in that manner, Borrower shall pay them on the date of these obligations in the manner provided in the instrument, and each hold harmless, to Lender for any damage or expense resulting from any action taken by Lender to collect any amount due hereunder.

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**13. 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 exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan charge to the permitted limits; and (b) any sum already collected from the borrower which exceeds the permitted limit will be treated as a partial prepayment without any prepayment charge. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

12. Successors and Severe Labile, Ca-Signee. The covinants and agreements of this document shall bind beneficiaries of Leander and Borowec, subsecei to the provisions of Securitly Insitutions of Leander and Borowec, subsecei to the provisions of Paragraph 17. Borowec's co-owners shall be joint and several. Any Borowec, who signs this Security instrument and agrees to the successsors and assigees of Leander and Borowec, subsecei to the terms of Note (a) is co-signing this Security instrument only to mortagage. Mortagagee's interest in the property under the terms of this Security instrument or Note (b) is not personally obligatied to pay the sums secured by this Security instrument; and (c) agrees that Leander and any other Borrower may agree to pay the sums secured by this Security instrument.

11. Borrower Not Responsible; Righteousness by Leader Not a Welfare. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by lender to any successor in interest of Borrower Not Responsible; Any forfeiture or exercise of rights or remedy shall not be a waiver of Borrower's successors in interest. Any forfeiture or exercise of rights or remedy shall not be a waiver of Borrower's successors in interest. Any forfeiture or exercise of rights or remedy shall not be a waiver of Borrower's successors in interest.

In the event of a total taking of the Property, the Security Interest shall be applied to the sums received by the Borrower, the extent of a partial taking of the Property in which the market value of such property is less than the amount of a part of the taking shall be applied to the sums received by the Borrower, unless otherwise provided by law otherwise provides, the market value of such property before the taking is equal to or greater than the amount of a part of the taking, the security interest shall be applied to the sums received by the Borrower and Lender under the terms of the Agreement.

10. **Communication**: Communication is the process of exchange of information between two or more individuals, groups, organizations, or systems.

Such date of discharge, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of discharge until paid, at the rate of twelve percent per annum, plus attorney's fees and costs of collection, if any, and all expenses of suit, including reasonable attorney's fees.

7. **Protection of Lander's Rights in the Property.** If Borrower fails to perform the obligations contained in this Agreement, or there is a legal proceeding that may significantly affect Lender's rights in the Property as a result of force majeure or to enforce laws or regulations, then Lender may do and pay for condemnation or for reorganization of the Property to protect its security interest in the Property, for damages resulting from such a proceeding in bankruptcy, probable, or otherwise, or to enforce laws or regulations, if such a proceeding in bankruptcy, probable, or otherwise, results in a substantial reduction of the value of the Property over which Lender has priority over other security interests in the Property, and Lender may take action to protect its security interest in the Property by any reasonable means necessary to make repayment. Any sum so used will become additional debt of Borrower under this Paragraph.

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Report MAR-017 Page 1 of 2 (Rev. 3/91)

MAR-017 Form 3140 9/90

MULTISTATE CONDOMINIUM RIDER—SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
Proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Coverage Note 10.  
common elements, or for any convenience in the lieu of condominium, are hereby assigned and shall be paid to Lender. Such  
in connection with any condominium or other taking of all or any part of the Property, whether or the unit or of the  
D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower  
Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.  
C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners  
be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.  
Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall  
In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the  
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.  
deemed satisfied to the extent that it reasonably covers the Owners Association property is  
(ii) Borrower's obligation under Uniform Coverage Note 5 to maintain hazard insurance coverage on the  
yearly premium installments for hazard insurance on the Property; and  
(iii) Lender waives the provision in Uniform Coverage Note 2 for the monthly payment to Lender of one-twelfth of the  
included within the term, extended coverage, then:  
insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards  
a "Master" or "blanket". So long as the Owners Association maintains, with a generally accepted insurance carrier,  
B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier,  
shall promptly pay, when due, all dues and assessments imposed pursuant to the Condominium Documents.  
Project's Condominium Documents. Borrower shall pay all of Borrower's obligations under the Condominium  
A. CONDOMINIUM OBligATIONS. Borrower shall further covenant and agree as follows:  
Borrower and Lender further covenant and agree as follows:  
CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,  
includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.  
"Owners Association," holds title to property for the benefit or use of its members or shareholders, the Condominium Project (the  
(the "Condominium Project"), if the owner association or entity which acts for the Condominium Project  
Name of Condominium Project  
130 ONTARIO UNIT C3 , OAK PARK , IL 60302  
known as:  
The Property includes a unit in, together with an undivided interest in the common elements of, a Condominium project  
Property Address

(the "Lender"), at the same date and covering the Property described in the Security Instrument and located at:  
organized and existing under the laws of the state of New Jersey  
MARGARETEN & COMPANY, INC., A CORPORATION  
Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the  
Deed Date 1991 and is incorporated into and shall be deemed to amend and supplement the  
"Borrower") to secure Borrower's Note to  
Morgagee, December 1991  
Date of THIS CONDOMINIUM RIDER is made this 3rd day of

## CONDOMINIUM RIDER

00902822

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**E. LENDER'S PRIOR CONSENT.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. REMEDIES.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

*Lillie R. Wheeler*  
LILLIE R. WHEELER

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