91045436

KECORDING \$16.00 TRAN 6693 01/30/91 10:28:00 A #-91-045436 DEPT-D1 RECORDING T#1111 #3911 # COOK COUNTY RECORDER

This instrument was prepared by: MARGARETTEN & COMPANY INC MORTGAGE

625 NORTH CT PALATINE IL 60067

THIS MORTGAGE ("Security Instrument") is given on

60203452

24th, 1991

The mortgagor is CLARENCE E BLANKINSHIP, AND CAROLYN A BLANKINSHIP, , HIS WIFE

("Borrower"). This Security Instrument is given to MARGARETTEN & COMPANY, INC.

the State of New Jersey a corporation which is reganized and existing under the laws of , and whose address is

January

One Ronson Road

08830 Iselin, New Jerrey

("Lender").

J377200>

Borrower owes Lender the principal sum of

One Hundred Ninety- One Thousand, Two Hundred Fifty and 00/100). This debt is evidenced by Borrower's note dated the same date as this 191,250.00 Dollars (U.S. \$ Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable 2021 . This Security Instrument secures to Lender: (a) the repayment of the 1st, February 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 present 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 cestribed property located in COOK County, Illinois:

LOT 9 IN KAPLAN BRAUN'S SIXTH AUDITION TO MOUNT PROSPECT, BEING A SUBDIVISION OF THE SOUTH WEST QUARTER OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 208 FEET AND ALSO EXCEPTING THE NORTH 183 FEET WHICH LIES EAST OF THE WEST 208 FEET, ALL IN COOK COUNTY, Clort's Office ILLINOIS

PIN# 08-10-301-084-0000

91045436

which has the address of

520 LOIS GT

60056 MT PROSPECT, IL

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 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 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.

ILLINOIS—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT MAR-1205 (Rev. 7/87)

Form 3014 12/83

Replaces IL-709 (Nev. 7/84) and MAR-1205 (8/86)

Mary Son	MINO)		CIAL SEAL! Alto, States of Hillings Alto, States of Hillings	(maken)
16 61'	Vasuré, lo yab	24£P	l official seal, this	Given under my hand and
ng instrument, appeared rument as his, her, their	(are) subscribed to the foregoing said instrained the said instrai	i that he, she, they si	and acknowledged	personally known to me to be before me this day in person, free and voluntary act, for th
	etate, do hereby certify that	for said county and l	RETY Public in and carry A SLAMKIN	I, the Undersigned, a Mo CLARENCE E BLANKINSHIP, AN
	:55	Coll	соок	STATE OF ILLINOIS,
		77		
		CAROLYN -Borrow -Borrow -Borrow	Clari	
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<u>.</u>	191 	monge-		The state of the s
	A BLANKINSHIP, HIS WIFE-BOFFONE	CAROLYN		CO
4	E BLANKINSHIP-Borrower	CLANENCE		
Amenium virused eidi	ms and covenants contained in	and agrees to the terrection it.	Borrower accepts to	BY SIGNING BELOW, and in any rider(s) executed b
		rbadostta an	ng Riders a	twoffot adT
orded together with this shall amend and supple-	sead exemption in the Property. e executed by Borrower and rec shall be incorporated into and the rider(s) were a part of this	one or more riders are nts of each such rider	y Instrument. If c ants and agreeme	23. Riders to this Security Security Security

MARGARETTEN & COMPANY, INC. 625 NORTH COURT, 340 FLOOR PALATINE, IL 60067

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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 in-

terest 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 Ir strument 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 🛊 escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either prompty 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 re-

quired by Lender.

Upon payment in ful of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds hald be Lender. If under paragraph if 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 conder, 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 inder the Note; second, to prepayment charges due under the Note; third, to amounts payable under

paragraph 2; fourth, to interest due; er à fast, to principal due.

4. Charges; Liens. Borrower shall pay in cases, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and ie schold 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, Ber-

rower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which 'as priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manual acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lander'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 lier, in 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 no we listing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other nazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The interactive providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheid.

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 promptile five 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 spritted 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 coile it 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 shrift not extend or posts. date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under naragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the errocally prior to the acquisition

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the arquisition.

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 to the merger in

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?, 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.

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 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

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charge to Borrower, Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without strument. by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of tents, 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 inenter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected tion of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiraspecified in the notice, Lender at its option may require immediate payment full of all sums secured by this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in furnaring the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20 I seeder in Possession 1 inon acceleration under agranteeth 10 or abandonment of the Property and at any time prior to the evidence. notice shall further inform Borrower of the right to reinstate after acceleration and the right to ameri in the foreclosure proceeding the non-calainers of a default to any other defense of Borrower to acceleration and foreclosure. It the default is not cared on or before the date. may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a dails, not been than 30 days from the date the notice as given to Borrower, by which the default must be cured; and (d) that falfate to care the default on or before the date specified in the notice may recent in agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable in a provides otherwise 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's Preach of any covenant of NON-UNIFORM COVENANTS. Bottower and Lender further covenant and agree as follows: At no El adgraggage paragraphs 13 or 17. curred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys (res; and (d) takes auch action as Lender may reasonably require to assure that the lien of this Security Instrument and implement by Borro way, this Security Instrument and the the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borro way, this Security Instrument and the obligations are used better shall not shall selective as if no acceleration had occurred. However, this 18h) to reinstate shall not apply in the same of security instrument and the same obligations are unchanged. forcing 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) ourse any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security. further notice or demand on Borrower.

18. Borrower's Right to Reinstate.

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18. Borrower's Right to Reinstate.

Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such criter 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 ententatement) before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment encapture.

Security instrument These containing a property pursuant to any power of sale contained in this Security in the Property pursuant to any power of sale contained in this Security. fails to pay these sums prior to the expiration of this period, Lender may invoke any conedies permitted by this Security Instrument without days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower consent, Lender may, at its option, require immediate payment in full of all turns secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of accideration. The notice shall provide a period of not less than 30. Troperty is located, in the event citet any provision of causes? If the dote which can be given effect without the conflicting provisions. If this Security Instrument of the Mote which can be given effect without the conflicting provision. To this Security Instrument and the Mote is decilated to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote and of this Security Instrument.

17. Transfer of the Property or a Beneficial Instens in Borrower, if all or any part of the Property or any interest in it is sold or transferred of the Beneficial interest in Borrower is sold or transferred of the Beneficial interest in Borrower is not a natural person) without Lender's prior written transferred (or if a beneficial interest in Borrower is not a natural person) without Lender's prior written constitution of the Borrower is not a natural person) without Lender's prior written appear to the openior sequine impactant is the option for the Borrower is not a natural person without Lender's prior written appear to the openior in the option of the follower is not a natural person in the option of the property that the option of the property Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such con-15. Coverning Law; Severability. This Security Institution shall be governed by federal law and the law of the jurisdiction in which the Borrower or Lender when given as provided in this part gri.ph. shall take the steps specified in the second partyraph of paragraph IV.

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 m thod. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to the notice of another mail be directed to the Property Address or any other address Borrower designates by notice to Borrower. Any notice to Property and the statement shall be deemed to have been given to direct Lender designates by notice to Borrower. Any notice to provided for in this Security instrument shall be deemed to have been given to direct Lender designates by notice to Borrower. Any notice to provided for in this Security instrument shall be deemed to have been given to sums secured by this Security Instrument 2.d may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender Note or this Security Instrument unenfort sable according to its terms, Lender, at its option, may require immediate payment in full of all 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 the principal owed under the More or Transking a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as without that Borrower's consent.

12. Loss Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finelly interpreted so that it is interest or other loan charges collected in connection with the loan exceed the permitted limits, the loan exceed the charge to the permitted limits and (b) any sums already any such loan charge, and (b) any sums already any such loan charge. It is not the permitted limits will be refunded by reducing collected from Borrower which are refund by reducing the collected from Borrower with the refund by reducing the result of any such collected from Borrower will be treated as a supergraph of the collected from Borrower will be treated as a supergraph of the refund treated as a supergraph of the refundation will be treated as a supergraph of the refundation will be treated as a supergraph of the refundation will be treated as a supergraph of the refundation will be treated as a supergraph of the refundation will be treated as a supergraph of the refundation will be treated as a supergraph of the refundation will be treated as a supergraph of the refundation will be treated as a supergraph of the refundation will be treated as a supergraph of the refundation will be treated as a supergraph of the refundation will be treated as a supergraph of the refundation of the signing this Security Instrument only to mortgage, great and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not prisonally obligated to pay the sums secured by this Security Instrument; and (c) signess that Lender and any other Borrower may agree to signess that Lender and any other Borrower may agree to signess that Lender and any other Borrower may agree to signess that Lender and any other More than 100 the More may agree to signess that Lender and any other Borrower may agree to signess that Lender and any other More may agree to signess that Lender and any other More may agree to signess that Lender and More may agree to signess that Lender may agree may agree to signess that Lender may agree to signess that Lender may agree may be the terms of this Security Institute that Lender may agree to signess that Lender may agree may be the terms of this Security Institute that Lender may be the terms of the 11. Successors and Assigns Bound; 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 Mote; (s) is coor remedy shall not be a waiver of or preclude the exercise of any right or remedy. reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right

Unless Londer 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 I and 2 or change the amount of such 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 release to release to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by the same secured by this Security Instrument by the standard made by the original Borrower of Security Superiors, successor in interest or refuse to extend time for payment of otherwise modify amortization of the sums secured by this Security Instrument by respect the superior of the sums secured by this Security Instrument by respectively. Any fothers are property of the sand spectral payment of superiors of the sum demand and the property of the sums secured by the Security Instrument by respectively. whether or not then due

tle 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, If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or set-

before the taking. Any balance shall be paid to Borrower.

(a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:



OCCUPANCY RIDER

60203452

1113 OCCUPANCE RIDER IS MADE OUS	24th			1991 , and
is incorporated into and shall be deemed to amend an	nd supplement the M-	ortgage, Deed	of Trust or Sec	urity Deed (the
"Security Instrument") of the same date given by the	he undersigned (the	"Borrower")	to secure Borr	ower's Note to
MARGARETTEN & COMPANY, IN				

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at: $520-LOIS\ GT$, MT_PROSPECT, IL 60056

OCCUPACCY REPRESENTATIONS, WARRANTIES AND COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower further represents, warrants, acknowledges, covenants, and agrees as follows:

The loan (the "Loan") which I have obtained specifically requires that I occupy the property (the "Property") that I am purchasing (or refine (cing) with the proceeds of this loan as my primary residence. I understand that the eligibility criteria for Loan approval, including but not limited to the amount of the required down payment, could be materially different if I were to reside of ewhere and instead rent the Property to others as an investment. Accordingly, I will move into the Property within a reasor able period of time after loan settlement and continue to occupy the Property for a reasonable period of time thereather. While the phrase "reasonable period of time" is not capable of precise measurement, it shall be construed to further the intentions of the Lender to make an "owner-occupant loan" and not an "investor loan." Lender specifically relied on this representation, warranty and covenant in determining to make the Loan to Borrower and selling such Loan in the secondary market. In the event Borrower shall fail to occupy the Property as aforesaid, then, in accordance with Paragraph 19 hereof, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument and pursue any other remedies permitted hereunder. Notwithstanding the foregoing, if the Federal Home Loan Mortgale Corporation ("FHLMC") buys all or some of the Lender's rights under this Security Instrument and Note, the promises and agreements in this Rider will no longer have any force or effect so long as FHLMC, or any of its successors and or assigns, holds those rights; provided, however, that in the event Lender repurchases all or any portion of the Loan from [H.MC, or any of its successors and/or assigns, the promises and agreements in this Rider will be reinstated and will be cully enforceable against Borrower by Lender.

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

Clarence E. Blankiniship
CLARENCE E BLANKINSHIP
(moles in the Carlo segon Comments
CAROLYN A BLANKINSHIP
91045436

Property of Coof County Clerk's Office