

# UNOFFICIAL COPY

91087831

(Space Above This Line For Recording Date)

This instrument was prepared by:

MARGARETTEN & COMPANY INC      **MORTGAGE**  
625 NORTH CT PALATINE IL 60067

60601168  
15th. 1991

THIS MORTGAGE ("Security Instrument") is given on February

The mortgagor is RONALD W KELLER, AND PATRICIA M KELLER, HIS WIFE

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

DEPT-01 RECORDING \$16.00  
T811111 TRAM 8689 02/26/91 13:06:00  
88090 \$ A -91-087831  
COOK COUNTY RECORDER

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

One Ronson Road  
Iselin, New Jersey 08830

("Lender").

Borrower owes Lender the principal sum of Ninety- One Thousand and 00/100

Dollars (U.S. \$ 91,000.00). 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 March 1st, 2021. This Security Instrument secures to Lender: (a) the repayment of the 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 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:

LOT 29 IN BLOCK 153, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERNMOST CORNER OF SAID LOT 29; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 29, A DISTANCE OF 22.00 FEET; THENCE NORTHEASTERLY; A DISTANCE OF 100.09 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 29; THENCE SOUTHWESTERLY ALONG THE SAID SOUTHEASTERLY LINE OF LOT 29; A DISTANCE OF 102.48 FEET TO THE POINT OF BEGINNING; ALL IN THE HIGHLANDS AT HOFFMAN ESTATES XII, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN SCHAUMBURG TOWNSHIP, ACCORDING TO THE PLAT THEREOF FILED NOVEMBER 21, 1960 AS DOCUMENT NUMBER 18 021 928 IN THE OFFICE OF THE RECORDER OF DEEDS, IN COOK COUNTY, ILLINOIS.

PIN #07-09-204-086-0000

which has the address of  
700 ASHLEY CT      HOFFMAN ESTATES, IL 60195

Property Address

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.

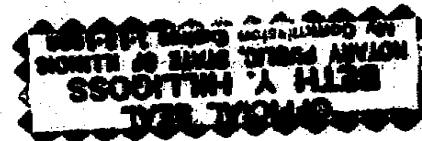
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

160/C

# UNOFFICIAL COPY

PALATINE, IL 60069  
625 NORTH COURT, 3RD FLOOR  
MARGARETTEEN & COMPANY, INC.

MAIL TO:



GIVEN under my hand and affixed seal, this 15th day of February, 1991.

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that  
therein and verily act, for the uses and purposes herein set forth,  
hereinafter known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument as his, her, their  
names and initials, and verily act, for the uses and purposes herein set forth,

MARILYN A KELLER, AND PATRICIA M KELLER, HIS WIFE  
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

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## **UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

**4. Charges; Liens.** Borrower shall pay taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 at 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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The code is free to modification, distribution, and/or publication.

36. Borrower's Cogn. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

37. Payment of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or 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.

38. Lender shall give Borrower notice of sale within 30 days from the date the date of this option, Lender shall provide a period of not less than 30 days to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted 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 notice or demand on Borrower.

39. Security interest in certain conditions. Borrower shall have the right to have enforcement of this instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) from the date of the first notice of default or non-payment of any sum due under this Security Instrument; or (b) 30 days after the date of the first notice of default or non-payment of any sum due under this Security Instrument if Borrower has failed to pay the amount due under this instrument in accordance with the terms of this instrument.

40. Security interest in certain conditions. Before it is sold or transferred, if Borrower fails to pay the amount due under this instrument in accordance with the terms of this instrument, Lender shall give Borrower notice of sale within 30 days of the date of this notice, Lender shall provide a period of not less than 30 days to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted 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 notice or demand on Borrower.

Notes of this Security Instrument under its option, and may invoke any remedy permitted by paragraph 19, if Lender requires immediate payment in full of all sums received by this Security Instrument in accordance with its terms, less the steps specified in the second paragraph of paragraph 17.

(a) the total amount of the sums secured immediately before the striking, divided, by (b) the fair market value of the Property immediately before the striking. Any balance shall be paid to Borrower.

If the Property is abandoned by Lender to Borrower, or if, after notice by Lender to Borrower that the condominium offices to make an award or set aside 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, as his option, either to repair or to the Property or to the sums secured by this Security Instrument, and either or both claim due.

If the Property is abandoned by Borrower, either to repair or to the Property or to the sums secured by this Security Instrument, and 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, as his option, either to repair or to the Property or to the sums secured by this Security Instrument.

Lender and Borrower 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 3 and 2 or change the amount of such payments.

16. Surety. If any payment or modification of the time for payment or amortization of the original Borrower's successor in interest, Lender to pay to the original Borrower or his successors in interest, Lender not to release the due date of the sums secured by this Security Instrument granted by Lender to any successor in interest for payment of principal.

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## OCCUPANCY RIDER

60601168

THIS OCCUPANCY RIDER is made this 15<sup>th</sup> day of February, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MARGARETTEN & COMPANY, INC.

(the "Lender")

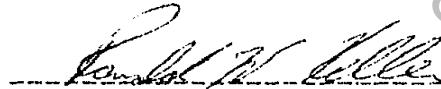
of the same date and covering the property described in the Security Instrument and located at:

700 ASHLEY CT, HOFFMAN ESTATES, IL 60195

**OCCUPANCY 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 refinancing) 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 elsewhere and instead rent the Property to others as an investment. Accordingly, I will move into the Property within a reasonable period of time after loan settlement and continue to occupy the Property for a reasonable period of time thereafter. 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 Mortgage 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 FHLMC, or any of its successors and/or assigns, the promises and agreements in this Rider will be reinstated and will be fully enforceable against Borrower by Lender.

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

  
RONALD W. KELLER

  
PATRICIA M. KELLER

91087831

