

UNOFFICIAL COPY

BOX 333

PREPARED BY:  
CAROL FOSTER  
SCHAUMBURG, IL 60173

911421252

187

RECORD AND RETURN TO:  
MORTGAGE CAPITAL CORPORATION  
1000 E. WOODFIELD ROAD-SUITE 240  
SCHAUMBURG, ILLINOIS 60173

1991 APR -1 AM 11: 27

91142125

(Space Above This Line For Recording Data)

9800486958

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 25, 1991  
The mortgagor is JAMES P. FOY, JR.  
AND MARGARET M. FOY, HUSBAND AND WIFE

15.00

77-94-037

("Borrower"). This Security Instrument is given to MORTGAGE CAPITAL CORPORATION  
which is organized and existing under the laws of  
THE STATE OF MINNESOTA, and whose address is 111 EAST KELLOGG BOULEVARD  
ST. PAUL, MINNESOTA 55101 ("Lender").

Borrower owes Lender the principal sum of  
FIFTY THOUSAND AND 00/100  
Dollars (U.S. \$ 50,000.00)

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 APRIL 1, 2006 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 231 (EXCEPT THE WEST 17 1/2 FEET THEREOF) ALL OF LOT 232 AND  
THE WEST 7 1/2 FEET OF LOT 233 IN FRANK DELUGACH'S BEVERLY HILL  
CREST SUBDIVISION IN THE EAST 1/2 OF THE SOUTH WEST 1/4 OF  
SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

24-12-305-075-0000

which has the address of 2914 WEST 100TH PLACE EVERGREEN PARK  
(Street) (City)  
Illinois 60642 ("Property Address");  
(Zip Code)

659478

91142125

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 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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials: J F F  
MB-284 Rev. 10/89 14884

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Amended 5/87







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 had no acceleration 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 paragraphs 13 or 17.

NON-UNIFORM COVENANTS

Borrower and Lender further covenant and agree as follows:

19. ACCELERATION; REMEDIES.

LENDER SHALL GIVE NOTICE TO BORROWER PRIOR TO ACCELERATION FOLLOWING BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT (BUT NOT PRIOR TO ACCELERATION UNDER PARAGRAPHS 13 AND 17 UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY: (A) THE DEFAULT; (B) THE ACTION REQUIRED TO CURE THE DEFAULT; (C) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFAULT MUST BE CURED; AND (D) THAT FAILURE TO CURE THE DEFAULT ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT, FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE 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 19, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE.

20. LENDER IN POSSESSION.

Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver), shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. RELEASE.

Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

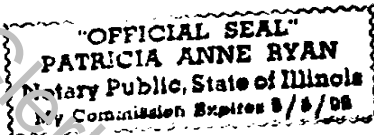
22. WAIVER OF HOMESTEAD.

Borrower waives all right of homestead exemption in the Property.

23. RIDERS TO THIS SECURITY INSTRUMENT.

If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider, Condominium Rider, 1-4 Family Rider, Graduated Payment Rider, Planned Unit Development Rider, Other(s) (specify)



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

James P. Foyle, Jr. (Seal) - Borrower, Margaret M. Foyle (Seal) - Borrower

State of Illinois, COOK County ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that JAMES P. FOY, JR. AND MARGARET M. FOY, HUSBAND AND WIFE

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

Given under my hand and official seal, this 25th day of March, 1991. My Commission Expires: 5-5-92. Patricia Anne Ryan, Notary Public

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