

PREPARED BY:  
TINA DZINGELESKI  
SCHAUMBURG, IL 60173

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DLR 151

91193925

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

(Space Above This Line For Recording Data)

9800487076

# MORTGAGE

SAS

THIS MORTGAGE ("Security Instrument") is given on **APRIL 19**, 1991  
The mortgagor is **MARK C. MYRHUM**  
AND **MELISSA S. MYRHUM, HUSBAND AND WIFE**

1991

DEPT. OF RECORDING \$15.29  
TRAN 0211 64/28/71 09:35:00  
2099 + G 91193925  
COOK COUNTY RECORDER

("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  
**ONE HUNDRED FOURTEEN THOUSAND THREE HUNDRED AND 00/100**  
Dollars (U.S. \$ **114,300.00**). 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 **MAY 1, 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:

MISSISSIPPI

**LOT 18 IN BLOCK 2 IN THE SUBDIVISION OF BLOCK 47 IN THE SUBDIVISION**  
**OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD**  
**PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4**  
**AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE**  
**SOUTHEAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.**

14-19-330-006

which has the address of **2143 WEST MELROSE STREET**  
**CHICAGO**  
Illinois **60618**  
(Zip Code) ("Property Address");

CHICAGO  
(City)

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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: Mark Myrum

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Form 3014-12/83 DPS:420

MD-264 Rev. 10/89 148B4

Amended 5/87

1529

RECORDED



Wm Smith

Borrower's Initials

remedies permitted by this Security Instrument without further notice or demand on Borrower. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

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.

16. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument. Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the

15. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the in this paragraph. provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice 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

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by permitted by paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph rendering any provision of the Note or this Security Instrument unenforceable, according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies

13. LEGISLATION AFFECTING LENDER'S RIGHTS. If enactment or expiration of applicable laws has the effect of partial prepayment without any prepayment charge under the Note. under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in

12. LOAN CHARGES. If the loan secured by this Security Instrument is subject to a law which sets maximum loan without that Borrower's consent. to extend, modify, forbear or make any accommodation with regard to the terms of this Security Instrument or the Note obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the

11. SUCCESSORS AND ASSIGNS JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modification of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in

10. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due. given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or an award or settle a claim for damages. Borrower falls to respond to Lender within 30 days after the date the notice is If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make paid to Borrower.

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

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. terminates in accordance with Borrower's and Lender's written agreement or applicable law. shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance

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

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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.

Mark C. Myrhum (Seal)  
MARK C. MYRHUM -Borrower

Melissa S. Myrhum (Seal)  
MELISSA S. MYRHUM -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

(Space Below This Line For Acknowledgement)

State of Illinois, COOK County ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that MARK C. MYRHUM AND MELISSA S. MYRHUM, 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 19th day of April, 1991.

My Commission Expires  
OFFICIAL SEAL  
PAMELA J. RAYBURN  
NOTARY PUBLIC, STATE OF ILLINOIS  
COMMISSION EXPIRES 03/31/93

Pamela J. Rayburn  
Notary Public

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