

UNOFFICIAL COPY

John Clery
120 West Golf Road
Schauamburg, Illinois 60195

1945 North Lakeside Plaza
Hoffman Estates, Illinois 60195

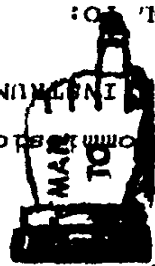
ADDRESS OF PROPERTY:

STEPHEN J. EPSTEIN, Attorney At Law, 120 West
Golf Road, Schauamburg, Illinois, 60195

91210775

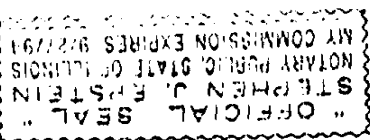
My commission expires:

NOTARY PUBLIC



my hand and official seal this 26th day of April, 1991.

State of Illinois, County of Cook, ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JERALD L. MORPHEW and PAMELA M. MORPHEW, his wife, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the use and purpose therein set forth, including the release and waiver of the right of homestead.



JERALD L. MORPHEW
PAMELA M. MORPHEW

DATED this 26th day of April, 1991.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Illinois, TO HAVE AND TO HOLD said premises not in Tenancy in Common, but in Joint Tenancy forever. Subject to covenants, conditions, easements, and restrictions of record; subject to general real estate taxes for 1990 and subsequent years.

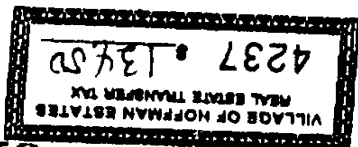
Permanent Index Number: 07-09-112-011
DEPT-01 RECORDING \$13.29
147727 TRAN 0156 05/06/91 09:51:00
COOK COUNTY RECORDER *91-210775

not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the County of Cook, in the State of Illinois, to-wit: Lot 11 in Block 239 in the Highlands West at Hoffman Estates XXIX, being a Subdivision of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 41 North, Range 10, East of the Third Principal Meridian in the Village of Hoffman Estates, Schauamburg Township, Cook County, Illinois, according to the plat thereof recorded November 4, 1968 as Document Number 2066161 in the Office of the Recorder of Deeds, in Cook County, Illinois.

JERALD L. MORPHEW and PAMELA M. MORPHEW, his wife
of the Village of Hoffman Estates, County of Cook, State of Illinois, for and in consideration of TEN and no/100----(\$10.00)----Dollars, and other good and valuable consideration, in hand paid, CONVEY(S) and WARRANT(S) to GREGORY G. FRENCH and DOROTHY J. FRENCH, his wife, of 616 Bridgeport, Wheeling, Illinois

THE GRANTOR(S)

WARRANTY DEED
Joint Tenancy Illinois Statutory
(Individual to Individual)



91210775

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310000775

Property of Cook County Clerk's Office

POSTALIA POSTAGE METER SYSTEMS

us

PREPARED BY:
EVA-LYNN C. NEUFELDT
SCHAUMBURG, IL 60173-4931

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91210776

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



(Space Above This Line For Recording Date)

9800487179

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 26**, 1991
The mortgagor is **GREGORY G. FRENCH**
AND **DOROTHY J. FRENCH, HUSBAND AND WIFE**

("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 SEVEN THOUSAND TWO HUNDRED AND 00/100 Dollars (U.S. \$ 107,200.00)**. 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 **MAY 1, 1998**. 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 11 IN BLOCK 239 IN THE HIGHLANDS WEST AT HOFFMAN ESTATES XXIX, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF HOFFMAN ESTATES, SCHAUMBURG TOWNSHIP, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666161 IN THE OFFICE OF THE RECORDER OF DEEDS, IN COOK COUNTY, ILLINOIS.

07-09-112-011

DEPT-01 RECORDING \$16.29
T#7777 TRAN 0156 05/06/91 09:51:00
#7241 : G *--91--210776
COOK COUNTY RECORDER

which has the address of **1945 NORTH LAKESIDE PLAZA**
(Street)
Illinois **60195** ("Property Address");
(Zip Code)

HOFFMAN ESTATES
(City)

91210776

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: *GF*

1629

Borrower's Initials [Handwritten Signature]

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

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY, MORTGAGE INSURANCE.

If Borrower fails to perform the leasehold and fee title shall not merge unless Lender agrees to the merger in writing. substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a 9. PRESERVATION and MAINTENANCE OF PROPERTY, LEASEHOLDS. Borrower shall not destroy, damage or instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpones the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or begin when the notice is given. restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any amount paid to Borrower. If restoration or repair is not economically feasible or Lender or Lender's security would be lessened, the insurance proceeds shall be Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. receipts of paid premiums and renewal notices. If Lender requires, Borrower shall promptly give the Lender all All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender unreasonably withheld.

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 and subject to Lender's approval which shall not be

4. CHARGES, LIENS.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may be a lien in 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.

3. APPLICATION OF PAYMENTS.

Unless applicable law provides otherwise, all payments received by Lender under application as a credit against the sums secured by this Security Instrument. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 attach in priority over this Security Instrument; (b) mortgage 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 the 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.

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.

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