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### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 7, 1991. The mortgagor is THOMAS D. ARSENEAU AND PATRICIA M. ARSENEAU, HUSBAND AND WIFE

(Borrower). This Security Instrument is given to SHELTER MORTGAGE CORPORATION, which is organized and existing under the laws of THE STATE OF WISCONSIN, and whose address is 4201 EUCLID AVENUE, ROLLING MEADOWS, IL 60008 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 118,500.00). 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 JULY 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 of the Note; (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 23 IN BLOCK 52 IN WINSTON PARK NORTH WEST UNIT NO. 4, BEING A SUBDIVISION IN SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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DEPT-01 RECORDING \$16.29  
T#2222 TRAN 2571 06/19/91 14.47.00  
#3954 # B \* -91-297204  
COOK COUNTY RECORDER

Tax Key No: 02-13-117-023

which has the address of 848 EAST PATTEN DRIVE, PALATINE  
[Street] [City]  
Illinois 60067 ("Property Address");  
[Zip Code]

1629

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

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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 instrument under paragraph 21 the Property is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from the acquisition of the Property shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore 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 excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the 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 all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. If Borrower fails to maintain coverage described above, Lender may, at approval which shall not be unreasonably withheld. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at

the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, 5. Hazard or Property insurance. Borrower shall keep the improvements now existing or hereafter erected on a lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

(a) receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

Priority which may attain priority over this Security Instrument, and leasehold payments or ground rent, if any. 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the paragraphs 1 and 2 shall be applied: first, to any late charges due under the Note; second, to amounts payable under

Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under secured by this Security Instrument.

or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower in no more than twelve monthly payments, at Lender's sole discretion.

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency

Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

Lender at any time is not sufficient to pay the Escrow Liens when due, Lender may so notify Borrower in writing, and in

reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an

to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax

to pay the Escrow Liens. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the Funds

entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or

reasonable estimates of expenditures of future Escrow Liens or otherwise in accordance with applicable law.

amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and

another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an

Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless

These items are called "Escrow Liens." Lender may, at any time, collect and hold Funds in an amount not to exceed the

Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums.

(d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by

yearly leasehold payments or ground rent on the Property, if any; (c) yearly hazard or property insurance premiums;

(b) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b)

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

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

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6. **Occupancy, Preparation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be for unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** 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 forfeiture 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.

8. **Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **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.

10. **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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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 paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnation offers to make an award or settle 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, whether or not then due.

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 such payments.

11. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for 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 refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **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 Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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costs of this evidence.

in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and  
foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred  
require immediate payment in full of all sums secured by this Security Instrument without further demand and may  
foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may  
assess in the foreclosure proceeding the non-existence of a default or any other defense of Borrower or acceleration  
Property. The notice shall further inform Borrower of the right to retract after acceleration and the right to  
in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the  
default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result  
to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the  
unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required  
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17  
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

that relate to health, safety or environmental protection.  
used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located  
pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As  
By Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic  
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances  
Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.  
regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary,  
Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or  
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action  
to normal residential uses and to maintenance of the Property.

use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate,  
of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting  
20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release  
The notice will also contain any other information required by applicable law.

The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.  
Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law.  
also may be one or more changes of the Loan Servicer unrelated to the sale of the Note. If there is a change of the Loan  
(known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There  
Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity  
19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security  
occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had  
obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by  
reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's  
Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may  
occurred; (b) cures any default of any of the covenants or agreements; (c) pays all expenses incurred in enforcing this  
(a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had  
Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower  
applicable law may specify (or agreement) before sale of the Property pursuant to any power of sale contained in this  
enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by  
person) within Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums  
interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural  
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

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 conflict 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 designates by notice to Borrower. Any notice  
Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by  
mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the  
14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

a 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  
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 sums 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  
13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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22. 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.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. 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
- Graduated Payment Rider
- Balloon Rider
- Other(s) [Specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witnesses:  
Kathy Mathias witness

X Thomas D Arseneau (Seal)  
THOMAS D. ARSENEAU -Borrower  
X Patricia M Arseneau (Seal)  
PATRICIA M. ARSENEAU -Borrower

(Space Below This Line for Acknowledgment)

STATE OF ILLINOIS, Cook County ss:

I, Kathy Mathias, a Notary Public in and for said county and state, do hereby certify THOMAS D. ARSENEAU AND PATRICIA M. ARSENEAU, 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 7TH day of JUNE, 1991

My commission expires: 11/8/94

Kathy Mathias  
Notary Public

This instrument was prepared by: PAMELA S. ROHLWING

Return to:  
SHELTER MORTGAGE CORPORATION  
4201 EUCLID AVENUE  
ROLLING MEADOWS, IL 60008

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