RECORD AND RETURN TO SEARS MORTGAGE CORPORATION 2205 ENTERPRISE DR. 3U11E 501 WESTCHESTER, IL 60153

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### **MORTGAGE**

LENDER'S 1 09-58-95544

THIS MORTGAGE ("Security Instrument") is given on KERNETH E. HALL AND DONNA M. HALL HIS WIFE

MARCH 17, 1992. The mortgagor is

("Borrower"). This Security Instrument is given to SEARS MORIGAGE CORPORATION

which is organized and existing under the laws of the STATE OF MID address is 2500 LAKE COOK ROAD, RIVERWOODS ILL IND:S 60015

, and whose

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FOUR THOUSAND DOLLARS AND ZERO CENTS-----

Dollars (U.S. \$104,000,00-----). This debt is evidenced by Borrowe,'s note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, it of paid earlier, due and payable on . 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 exoperty located in County, Illinois:

LOT 78 IN THE SUBDIVISION OF LOTS 4, 5, AND 6, IN LADO'S GARDEN QUARTER STREAMHOOD IN SECTION 13. TOWNSHIP 41 HORTH, RANGE 9. EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECOIDED APRIL 22, 1977 AS DOCUMENT NO 23898163, IN COOK COUNTY, ILLINOIS.

PIN 06-13-314-009-0000

which has the address of 11 WINDSOR COURT, STREAMWOOD

60107

("Property Address");

[Street, City],

PMI CO PANY - MORIGAGE GUARANTY INSURANCE COMPANY (MGIC)

ILLINOIS-Single Family-Famile Mae/Freddie Mad UNIFORM INSTRUMENT 6R(IL) 1910E

VMP MORTGAGE FORMS = (313)293-8100 = (800)521-7291 XC1600DAAA 05

Illinois

[Zip Code]

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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 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.

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.

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold by ments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood incurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in fleu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum an ount a lender for a federally related mortgage loan may require for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 at sag. ("RESPA") unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Forrover for holding and applying the Funds, annually analyzing the escrow account, or verilying the Escrow Items, uniess Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by liender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable is a requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 usual to the Funds was made. The Funds are pledged as

additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be field by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender II, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition 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 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attribulable 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 lurnish 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 (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

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5. Hazard or Property Insurance. Borrower shall keep the intravernents low existing or hereafter erected on the Property insured against loss by lire, hazards included within the term "extended coverage" and any other hazards, the Property insured against loss by lire, hazards included within the term "extended coverage" and any other hazards, the lender fequires insurance. This insurance shall be maintained in the amounts including floods or flooding, for which Lender requires. The insurance carrier providing the insurance shall be chosen by floorrower and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by floorrower and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by floorrower and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by floorrower and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by floorrower and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by floorrower and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by floorrower and for the periods that Lender requires.

subject to Lender's approval which shall not be unreasonably withheld. If Borrower shall not enables no enable exercised subject to Lender's rights in the Property in accordance with above right and the Lender's origins in the Property in accordance with above right or hold the policies and renewals. If Lender's rights in the Property in accordance with above right or hold the policies and renewals. If Lender requires, Exercise were shall promptly give to lender shall have the right or hold the policies and renewals. If Lender requires, Exercise repropriet to the insurance carrier lender. Lender may make proof of loss it not made receipts the prompt notice to the insurance carrier and Borrower otherwise agree in writing, more proceeds shall be applied to restoration or repair in the property damaged, if the restoration or repair restoration or repair is not economically restoration or repair restoration or repair is not economically repair to the sums secured by the offices not answer within 30 days a notice from the proceeds to repair or otherwise secured by the offices not answer within 30 days a notice from the sum state the insurance carrier has Borrower abandons the other process. The property of the property proceeds and proceeds to repair or oldered the storage of the property process.

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irom 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 i issurance 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 Lent'er lapses or ceases to be in effect. Borrower shall pay the reason, the mortgage insurance previously in effect, at a cost premiums required to obtain coverage substantially equivalent, to the mortgage insurance previously in effect, from an alternate substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate substantially equivalent to the cost to Borrower of the mortgage insurance coverage is not available, mortgage insurance approved by Lender. If substantially equivalent of the yearty mortgage insurance premium being Borrower shall pay to Lender each month a sum equal to one-twelfined the yearty 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 paid by Borrower when the insurance coverage insurance. Loss eserve payments may no longer be required, payments as a loss reserve in lieu of mortgage insurance. 

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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 for mortgage at the time of or prior to an inspection specifying reasonable cause for the inspection. The proceeds of any award or claim for damages, direct or consequential, in connection with 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 the feir mortal to the due, with any excess paid to Borrower by the feir mortal to the sums secured by the sum of th

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured 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 further notice or demand on Borrower.

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) pris Lender all sums which then would be due under this Security Instrument and the Note as it no acceleration had 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 gov the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security in argument 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written novice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

The notice will also contain any other information; covired by applicable law.

20. Hazardous Substances. Borrower shall not rause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Halardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Haza dous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances delined as loxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flaminable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means (ederal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. 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 paragraph 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 delault 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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.

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	with this Security Instrum amend and supplement the Security Instrument. [Check		ents of each such ride his Security Instrume	r shall be incorporated as if the rider(s) w	ted into and shall were a part of this		
	Adjustable Rate Ri Graduated Paymen Balloon Rider V.A. Rider						
	BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security						
		strument and in any rider(s) executed by Borrower and recorded with it.					
	Witnesses:						
			A Company	2 self	(Scal)		
			KENNETH E. MACL		·Borrower		
	KINK 10HAL (Seal)						
	DONNA M. HALL Borrower						
		(Seal)		0.	(Seal)		
		·Borrower	<u> </u>		·Borrower		
7	STATE OF ILLINOIS, COCK		County ss:				
	1. RANA	SCHIK	Notary Public in and	d for said county and	I state do hereby		
	certify that Le River	SCHIRL IS	DUNNA M	MACC, MIS	With the		
	, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as signed and voluntary act, for the uses and purposes						
	thérein set forth.						
	Given under my hand and official seal, this day of propriety.						
	My Commission Expires:	"OFFICIAL SEAL"	<b>}</b>				
		JOAN BLAIR	Natary Public	1647			
		Notary Public. State of Illino					
	This Instrument was prepare	a by: Kathyi vehand " hiestcaeste		VOI BOOD AND OF	Form 3014 9/90		

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LENDER'S 1 09-58-95544

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 171H day of MARCH , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed 1992 of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 11 WINDSUP JOURT, STREAMHOOD, ILLINOIS 60107

[Frogerty Address] The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in SEE PAGE 2 . (the "Declaration").

The Property is a part of a planned unit development known as the BROOKSTOE

[l'ame of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common aleas and facilities of the PUID (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall per orm, all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender

requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of

the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain har ard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage

provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repely following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Ecrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secure; by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and

extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in fleu of condemnation,

MULTISTATE PUD RIDER - Single Family - Family - Family - Famile Mae/Freddia Mac UNIFORM INSTRUMENT

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are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's

prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by taw in the case of substantial destruction by the or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the

express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

any action which would have the effect of rendering the public liability insurance coverage

maintained by the Owners Association unacceptable to Lender.

F. Remerties. It Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the fecurity Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be a interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, corrower accepts and agrees to the terms and provisions contained in this PUD Rider.

• DECLARATION OF RESTRICTIONS AND LOWEMANTS RECORDED JULY 27, 1977 AS DOCUMENT 24029365, AND RECORDED SEPTEMBER 16, 1974 AS DOCUMENT 22848900 AND AMENDED BY DOCUMENTS 22880493, 24029366 AND 24029367.

In Madell	; (Seal)
KENNETH E. HALE	·Borrower
Norga MANO	(Seal)
DONNA M. HALL	·Borrower
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	·Borrawer
	(Seal)
	Borrawer
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