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Loan Number: 023-002-0021060-7

94566209

MORTGAGE

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THIS MORTGAGE is made this 21st day of June, 1994 between the Mortgagor,
Leo J. Wayman, and Hope M. Wayman, h/w as joint tenant

(herein "Borrower"), and the Mortgagee, The Money Store/Illinois Inc. a corporation organized
and existing under the laws of ILLINOIS whose address is 2010 Algonquin Rd., Ste. 207
Schaumburg, Illinois 60173 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$22,400.00
which indebtedness is evidenced by Borrower's note dated June 21, 1994 and extensions and
renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance
of the indebtedness, if not sooner paid, due and payable on July 1, 2009.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of
this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower
does hereby mortgage, grant and convey to Lender the following described property located in the
City of Schaumburg, Cook County State of Illinois:

LOT 12149 IN WEATHERSFIELD UNIT NO. 12, BEING A SUBDIVISION IN
THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 10,
EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTHEAST 1/4 OF
SECTION 40, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
AUGUST 21, 1967 AS DOCUMENT NO. 20234745, ALL IN COOK COUNTY,
ILLINOIS.

P.I.N. #07-29-106-024

• DEPT-01 RECORDING	\$27.50
• T#9999 TRAN 4488 06/29/94 09:42:00	
• #8251 + DW #—94—566209	
• COOK COUNTY RECORDER	

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Being the same premises conveyed to the Borrower by deed of
Neal Elwin Ruesch & Kelly B. Ruesch, his wife
dated the 27th day of March, 1985, recorded on the
in Book Doc# of Deeds, page 27497642 in the Cook
County Recorder's Office,
and which has the address of 522 Cloud Court
Schaumburg, Illinois 60193
(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by
this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is
on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against
all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and
interest indebtedness evidenced by the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender,
Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the
Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and
assessments (including condominium and planned unit development assessments, if any) which may attain priority
over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments
for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as
reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and
reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to
the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such
holder is an institutional lender.

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of trustee or other security agreements with a lien which has priority over this Mortgage.

9. Condemednation. The proceeds of any award or damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assinged and shall be paid to Lender, subject to the terms of any mortgage, deed

causing therefore related to Lender's interests in the property.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the premises, notwithstanding any notice given to Lender to incur any expense or take any action hereunder.

thereof. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action in terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment because additional indebtedness of Borrower accrued by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable to Lender in accordance with the Note rate, shall become due and payable to Lender's interest in the property, or if it is reasonable to do so, to the Note rate, at the time of payment.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall be deducted from the principal balance of the property, or if Lender requires mortgage insurance to make such payments, Lender shall pay the premiums required to maintain such insurance in effect until such time as the borrower shall pay the required mortgage insurance as a condition of making the loan secured by this Mortgage.

Interest, if Lender requires reasonable fees, and take such action as is necessary to protect Lender's disbursed such sums, including reasonable attorney's fees, upon notice to Borrower, may take such steps necessary in the property, or if it is reasonable to do so, to the Note rate, to perform the covenants and agreements contained in this Mortgage, or if it is reasonable to do so, to the Note rate, at the time of payment.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements developed, and constitutes documents, including all of the covenants of the planned unit condominium or planned unit development unit, the by-laws and regulations of the condominium or planned unit shall perform all of the obligations under the declaration of covenants, easements or governing the

parment or deterioration of the property and shall comply with the provisions of this Mortgage is a leasehold, if this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform the property in good repair and shall leave it this Mortgage is developments. Borrower shall keep the property in good repair and shall do of common waste permitted in a leasehold, if this Mortgage is a leasehold, if it is reasonable to do so, to the Note rate, at the time of payment.

6. Preservation and Maintenance of Property; Lessees; Planned Unit to restoration or repair of the property or to the sums secured by this Mortgage.

If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Borrower, or if Borrower fails to collect and apply the maintenance proceeds at Lender's option either

make proof of loss if not made promptly by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Mortgage.

terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this acceptable to Lender, Lender shall have the right to hold the policies and renewals thereof, subject to the form acceptable to Lender and shall insure a standard mortgage clause in favor of and in a form provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall be chosen by Borrower unless otherwise agreed.

The insurance carrier providing the insurance shall be liable for such periods as Lender may require.

hazards as Lender may require and in such amounts and for such periods as Lender may require.

the property insured against loss by fire hazards included within the term, "extended coverage", and such other

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on a priority over this Mortgage, and a scheduled payments or ground rents, if any.

paid all taxes, assessments and other charges, fines and impositions attributable to the property which may arise in this Mortgage, including Borrows' costs of collection and expenses when due. Borrower shall pay or cause to be

obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over

4. Prior Mortgages and Liens. Borrower shall perform all of Borrower's

principal of the Note to Lender by Borrower under Paragraph 2 hereof, when to interest payable on the Note, and when to the under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender

Mortgage.

by Lender, any funds held by Lender at the time of application as a credit against the sums received by Lender, Lender shall immediately prior to the sale of the property or its acquisition

Funds held by Lender, if under Paragraph 17 hereof the property is sold or the property is otherwise acquired

Upon payment in full of all sums received by this Mortgage, Lender shall promptly refund to Borrower any

the deficiency in one or more payments as Lender may require.

premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up

Funds, if the amount of the funds held by Lender shall not be sufficient to pay taxes, assessments, insurance

be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of

prior to the due dates of taxes, assessments, insurance premiums and ground rents, as they fall due, such excess shall

If the amounts of the funds held by Lender, together with the future monthly installments of funds payable

additional security for the sums secured by this Mortgage.

to the funds and the purpose for which each debt to the funds was made. The funds are pledged as

Lender shall give to Borrower, without charge, an annual accounting of the funds showing credits and debits,

such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds,

interest on the funds shall be paid to Lender, and unless such agreement is made or applicable law requires

make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that

assessments and bills, unless Lender pays Borrower interest on the funds and applying the funds and completing said

may not charge for holding and applying the funds, assessments, account or verifying and ground rents, Lender

done). Lender shall apply the funds to pay said taxes, assessments, insurance premiums and ground rents, Lender

which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institu-

If Borrower pays funds to Lender, the funds shall be held in an institution the depository of accounts of

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Upon acceleration under paragraph 17 hereof or abandonment of the Property, 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. All 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall cancel discharge this mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

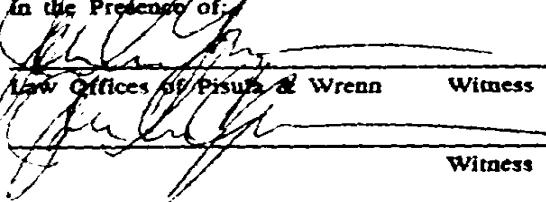
21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

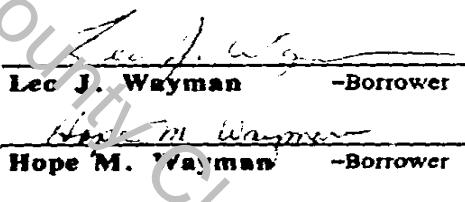
REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

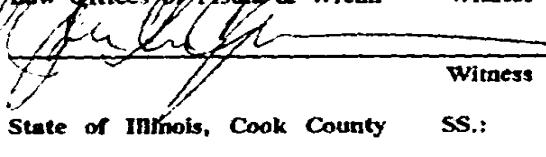
Borrower and Lender Request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under superior encumbrance and of any sale or other foreclosure action.

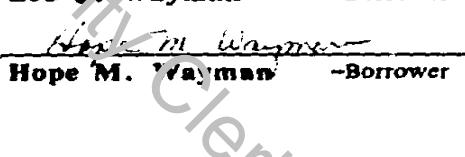
IN WITNESS WHEREOF, Borrower has executed this Mortgage.

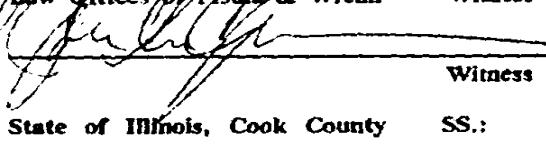
Signed and Delivered
in the Presence of:


Law Offices of Pisula & Wrenn Witness


Leo J. Wayman -Borrower


Hope M. Wayman Witness

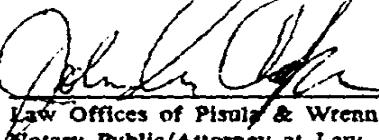

Hope M. Wayman -Borrower

State of Illinois, Cook County SS.: 

On this 21st day of June, 1994 before me, the subscriber, personally appeared Leo J. Wayman ,and Hope M. Wayman ,h/w as joint tenant who, I am satisfied, are the person(s) named in and who executed the within instrument, and thereupon they acknowledged that they did examine and read the same and did sign the foregoing instrument as their free act and deed, for the purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and official seal.




John Shea Coghlan
Law Offices of Pisula & Wrenn
Notary Public/Attorney at Law

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THIS INSTRUMENT PREPARED BY Law Offices of Pisula & Wrenn , Attorney at Law

(Space Below This Line Reserved for Lender and Recorder)

MORTGAGE	CANCELLATION	RECORDING DATA
Leo J. Wayman Hope M. Wayman - TO - THE MONEY STORE/ILLINOIS, INC. an Illinois Corporation	Dated: To the of County: The within Mortgage having been satisfied, we hereby authorize and direct you to cancel the same of record. by: Authorized Signature Signature Certified to as Genuine	
DATED: June 21, 1994		

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19. Assignment of Rents; Appointee of Receiver. As additional security hereunder, Borrower hereby
acknowledges and agrees that if at any time during the term of this Agreement:
a) the property or assets of Borrower are sold, leased, or otherwise disposed of by
Borrower, or
b) Borrower fails to pay any sum due under this Agreement, or
c) Borrower fails to pay any sum due under any other agreement between Borrower and Lender,
Lender may collect any rents or other sums due from the property or assets referred to in
clauses (a) or (b) above, and may apply such rents or sums to the payment of any amounts
then due under this Agreement or any other agreement between Borrower and Lender.

may reasonably require to assume that the lessor of this Mortgagee, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure of all obligations, this Mortgagage and the obligations accrued hereby shall remain in full force and effect as if no

Moratorium; and (c) Borrower pays all reasonable expenses of any other conveyance of any interest in the property; and (d) Borrower cures all deficiencies or any other deficiencies of any interest in the property.

Mortgagee due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage and the Note had no acceleration.

but not limited to, reasonable attorney's fees, court costs, and costs of documentation, arbitration and mediation proceedings. Lawyer shall be entitled to collect in such proceedings all expenses of lawyer, including his/her expenses for preparation of the case, travel, witness fees, etc.

of a default or any other default of Borrower to non-delivery and/or non-performance of any of the terms and conditions of this Note, Lender, at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage to recover the amount due.

date; this notice is mailed to Horrower, by which break must be cured; and (4) that failure to cure date which is specified in the notice may result in acceleration of the sums secured by this mortgage, forsooth after proceedings had save of the property.

coverance of the agreement of Borrower in this Note, including the coverance of any sums due upon payment or otherwise of any sum.

pay all sums secured by this Mortgageagreement, if Borrower fails to pay this Mortgagel without the sums paid to the expatriation of this property
Lender may invoke any remedies permitted by law to pay the sums paid to the expatriation of this property.
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

reduces immediate payment in full of all sums secured by this mortgage, however, this option shall not be exercised if exercise is prohibited by federal law as of the date of this mortgage.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in Borrower is sold or transferred (or is a beneficial interest in Borrower), it shall be sold or transferred in accordance with the terms of this Agreement.

rehabilitation, improvements, repairs, or other, upon agreements which Borrower enters into with Lender. Lender, as Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an amendment, repair, or other, upon agreements which Borrower may have signed with parties to a loan modification in connection with Borrower's payment of advances to Lender.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehebilitation Loan Agreement. Borrower shall pay all of Borrower's obligations under any home

corollaries with applicability to such conflicts shall not affect other provisions of this Note which can be given effect throughout the conflicting provision, and so this end the provisions of this Note will not affect conflicts with such conflicts as set forth in Article 1.

Leader when given 8 days to the manner distinguished herein.

trustee's address to borrower at the property address or at such other address as borrower may designate in writing.

and without releasing that Borrower or modifing this Mortgage as to the Borrower's interest in the Property.

Note, (a) is to designate this mortgage only to mortgagor, grant and convey that Borrower's interest in the terms of this mortgage, (b) is not personally liable on the Note or under this mortgage, (c) agrees that lender and any other Borrower hereunder may agree to extend, modify, forgive, or make any other accommodations with regard to the terms of this mortgage or the Note without that Borrower's consent.

The agreements will be signed in the presence of Mr. John D. Morrissey, attorney for the Borrows, and Mr. J. W. McNamee, attorney for the Lenders.

by reason of any demand made by the original Borrower and any successor in interest. Any holder
by Lender in exercising any rights or remedy hereunder, or otherwise afforded by applicable law, shall not be
a waiver of or preclude the exercise of any such right or remedy.

payment or modification of amortization of the sums received by this Mortgagor