

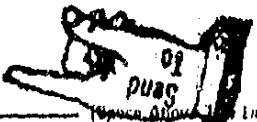
PREPARED BY:
PAMELA CONZALOS
LINCOLN MORTGAGE CORPORATION

UNOFFICIAL COPY

RECORD & RETURN TO:

3/28/94

LINCOLN MORTGAGE CORPORATION
450 SHEPARD DRIVE, SUITE 18
ELGIN, IL 60123



Line For Recording Data

LOAN NO. 1221753

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 22**, 1994
The mortgagor is **GERALD C. MORIN AND LAURA M. MORIN, HUSBAND AND WIFE**

The Security Instrument is given to **LINCOLN MORTGAGE CORPORATION**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose
address is **450 SHEPARD, STE. 18, ELGIN, IL 60123**

Borrower owes Lender the principal sum of **ONE HUNDRED TWENTY-ONE THOUSAND AND 00/100** Dollars

(U.S. \$ **121,000.00**). 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 **APRIL 1, 2014**.

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 210 IN H. ROY BERRY CO'S "CASTLE HEIGHTS" BEING A SUBDIVISION OF
THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE
SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.**

DEPT-01 RECORDING \$31.50
TS1111 TRAM 4818 03/31/94 10:10:00
41839 3 4818-289847
COOK COUNTY RECORDER

03-34-210-023

which has the address of **402 N. ELM STREET**

MOUNT PROSPECT

Illinois 60056

(Street)

(Zip Code)

("Property Address")

(City)

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.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender receives a claim promptly give to Lender all receipts of paid premiums and renewals.

5. **Hazarded or Proprietary 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, including floods or robbing, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods during the existence of the Note and shall be subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage

...and a new one that can facilitate many more tasks. Now, via the [new "Smart Buttons" feature](#), you can add up to 10 steps of logic

Borrower shall promptly disclaim any interest in writing in or with respect to any part of this Security Instrument unless Borrower: (a) agrees in writing

Borrower makes these payments directly. Borrower shall remain liable under this Note even if Lender receives evidence to the contrary.

4. **Chattels, Liens, Borrower shall pay all taxes, assessments, charges, fines and imposts and all other liabilities to the Proprietor which may accrue prior to or 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 it not paid in that manner, Borrower shall pay them in time directly to the person named below. Borrower shall pay all amounts so levied under this paragraph. If

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Learner 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 interests due, fourth, to principal due and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender at the time of acquisition or sale of a credit instrument the funds secured by this Security

If the Funds held by Lender exceed the amounts specified in the held by applicable law, Lender shall account to Borrower for prepayment in accordance with the terms specified in this section.

The Funds shall lend in an institution whose deposits are insured by a Federal agency, or failing that, to any Federally Home Loan Bank. Lender shall apply the Funds to pay the borrower's loans, if Lender is asked to make an institution) or in any Federal Home Loan Bank. Lender shall repay the Funds to pay the borrower's loans, Lender may not charge Bearer interest for holding and applying the Funds, unusually multiplying the borrower's account, or verbally tell the borrower the same, unless Lender pays Bearer interest on the Funds and implicitly tells Lender to make such a charge. However, Lender, if Lender is asked to make an institution) or in any Federally Home Loan Bank, Lender shall repay the Funds to pay the borrower's loans, Lender may not charge Bearer interest for holding and applying the Funds, unusually multiplying the borrower's account, or verbally tell the borrower the same, unless Lender pays Bearer interest on the Funds and implicitly tells Lender to make such a charge. However,

due on the basis of current data and reasonable estimates of expenditures of future escrow times or otherwise will

of and interests on the other hand by preventing him and his colleagues from under the Note.

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

THIS SECURITY INSTRUMENT combines uniform documents for non-uniform conveyances with limited warranties by substitution a uniform security instrument covering real property.

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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 condemnor 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.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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) pays Lender all sums which then would be due under this Security Instrument and the Note as if 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 pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective.

as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under 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 notice 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 required by applicable law.

20. Hazardous Substances. Borrower shall not cause 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 Hazardous 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 Hazardous 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 defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable 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 federal 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 default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

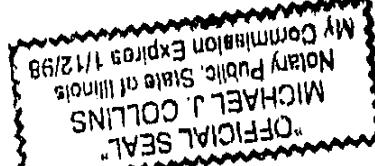
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs.

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

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ELGIN, IL 60123
450 SHEPPARD, STE. 1B
LINCOLN MORTGAGE CORPORATION
WHEN RECORDED MAIL TO

My Commission expires:



Given under my hand and official seal, this 22ND day of MARCH, 1998
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged by
, personally known to me to be the same person(s) whose name(s)
signed and delivered the said instrument as
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged by
, for the uses and purposes herein set forth.

I, THE UNDERSIGNED, GERALD C. MORIN AND LAURA M. MORIN, HUSBAND AND WIFE
do hereby certify that _____
, a Notary Public in and for said county and state,
do hereby certify that the instrument is true and correct to the best of my knowledge and belief.

STATE OF ILLINOIS,

(Space below this line for Acknowledgment)

(Date)
(Seal)

(Date)
(Seal)

(Date)
(Seal)

(Date)
(Seal)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and to
any rider(s) executed by Borrower and recorded with it.

24. Rides 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 this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable
box(es)]
- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Grandparent Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Little Improvement Rider Second Home Rider
 Other(s) [Specify]
25. Covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable
box(es)]
26. Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this
Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable
box(es)]