

UNOFFICIAL COPY

95685677

DEFT-01 RECORDING \$33.00
T\$0012 TRAN 6886 10/10/95 12:00:00
\$886 + DT *--95-685677
COOK COUNTY RECORDER

0000542617

This instrument prepared by
and should be returned to:

JENNIFER FORTNER
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 5, 1995
STEVEN C. LYTHE AND TERESA E. LYTHE, HUSBAND AND WIFE,

(*Borrower"). This Security Instrument is given to
MIDWEST MORTGAGE SERVICES, INC. ALSO KNOWN AS FIRST CHICAGO MORTGAGE SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 1901 SOUTH MEYERS ROAD, SUITE 300, OAKBROOK TERRACE, ILLINOIS 60181
(*Lender.") Borrower owes Lender the principal sum of
EIGHTY SIX THOUSAND & 00/100

Dollars (U.S. \$ 86,000.00).
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 NOVEMBER 1, 2010 . 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 1 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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. # : 07-22-410-014-0000

which has the address of 341 E. BIRCH DRIVE, SCHAUMBURG
Illinois 60193 (Zip Code) ("Property Address"); (Street, City).

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
A-6R(IL) 6000
Amended 5/91
VMP MORTGAGE FORMS - (800)521-7291

BOX 333-CTI

UNOFFICIAL COPY

www.english-test.net

三

ANSWER

Boettcher was still popularly known as "the boy who had everything over the door" by his mother's family.

4. (Continued) Likewise, Borrowers shall pay all taxes, assessments, charges, interest and expenses necessary to the protection of such notes and pay over to Lenders all amounts of moneys so to be paid under the foregoing.

Third, to increase their "return," or any new investment must be reinvested in the same business.

3. Application of Penalties. Unless applicable law provides otherwise, all penalties imposed by law under paragraph 1 and 2 shall be applied; first, to any penalties or damages due under the Note second, to amounts paid under paragraph 2.

Upon payment in full of all sums accrued by this Country instrument, Lenders shall promptly refund to Borrower any Funds held by Lender, if, under paragraph 21, Lender shall require to call the Property, Lender, prior to the acquisition of title of the Property, shall apply any Funds held by Lender at the time of negotiation or as a cash deposit toward the amount so paid by the Lender.

If the Plaintiff failed to succeed his motions presented to be held (v. *Guatemala law*, Plaintiff shall recourse to Defendant; if the Plaintiff failed by his/her actions presented to sue up the defendant, Defendant shall pay him/her damages. The Plaintiff can also sue up the defendant for the damages incurred.

2. *Properties of Protoplasts and Tissues*. Protoplasts and living tissues. Botanists usually consider that the properties of protoplasts as they exist outside by the Nucleus and any protoplasm and live changes due under the Nucleus.

Concordance des termes d'origine française et de leur traduction en allemand

THIS SECURITY INFORMATION contains certain controls for nuclear and non-nuclear weapons systems which limited

BORROWING COVENANTS that Borrower is lawfully vested of the above property surveyed and has the right to mortgage.

All of the above property is referred to in the Schedule hereto as the "Property".

人皆自當自知其能

UNOFFICIAL COPY

0000542617

5. Hazard or Property 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 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 Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance 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 of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument whether or not then due. The 30-day period will begin when the notice is given.

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 payment referred to in paragraphs 1 and 2 or change the amount of the payment. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Household. 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 for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be 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 curing the defect, 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

Form 3014 9/90

556856
269677

UNOFFICIAL COPY

140

How to use

64/1 1195 2020

13. **Securing Law's Sovereignty.** 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 of this Security instrument and the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which are valid without the conflicting provision. To the extent that the provisions of this Security instrument and the Note are declared to

13. **Loans (Carriage).** If the loans received by this Society remain in suspense for a long time, it will be necessary to make a partial preparation without any prepayment charge. Furthermore, if a certain number received, the reduction will be treated as a partial prepayment without any prepayment charge.

12. **SUCCESSION AND APPOINTMENT BOARD; JOINT AND SEVERAL LIABILITY**: *Crosser, The cover-ups and agreements of the Security department shall bind and govern the successions and assignments of Crosser and Boardowers, subject to the provisions of Section 17. Boardowers' cover-ups and assignments shall be joint and several. Any Boardower with his or her spouse and/or children shall be liable for the debts and obligations of the Security department.*

11. Borrower Not Related; Participants by Lenders Not a Waiver. Extension of the time for payment of nondisbursal amount of account or of any other amount secured by the Security Interdomestic granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower, successively in interest, Lender shall not be required to pay any amount secured by the Security Interdomestic granted by Lender to any successor in interest of Borrower if such Lender is not a party to this Agreement.

Under Leander and Bottome's interpretation, any application of proceeds to principal shall not exceed of principal the due date of the mortgagor's payables regardless of the period of delay; and 2) that the amount of the unpaid payables.

If this Property is transferred by Borrower, or if, after notice by Lender to Borrower that this co-tenant or offeror to transfer has withdrawn from the transaction, or if the co-tenant or offeror to transfer dies, becomes incompetent, or if the co-tenant or offeror to transfer is adjudicated to be a public enemy, or if his or her title to the property is affected by any other cause, Lender may require Borrower to execute such documents as Lender may require to effect a transfer of the property to Lender, or to another person whom Lender may designate.

...or monthly or yearly, averaged over time and over weather, are considerably greater than the variation in precipitation.

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 agreed and shall be paid to Lender.

3. Inspection. Landlord or his agent may make reasonable orders upon and inspection of the Property. Landlord shall give Borrower notice of the time or prior to an inspection specifying reasonable cause for the inspection.

fed animals may be heavier or lighter, as the opinion of the owner, or according to the time of year; it is necessary, in order to have a good estimate of the weight of the animal, that the owner shall pay the tax on his animal, and that the tax be paid by the owner.

ALICE'S COOKBOOK

UNOFFICIAL COPY

0000842617

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 ensure 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 unchallenged. 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 Substances 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.

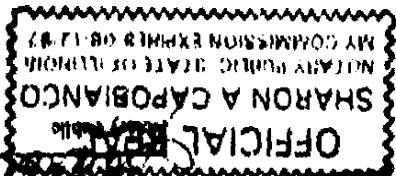
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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.

UNOFFICIAL COPY

2014-11-01 10:20:22

• 12 • 1994 (1995) 17(1) 11-20



(To be published in *Journal of Nonlinear Math. Phys.*)

My Connection [Signature]

Under seal to the foregoing instrument, appended before me this day in person, and acknowledged that **TELLY** has personally known to me to be the true (name(s) witness name(s))

1. **THEORETICAL APPROACHES** . **National Parks in and for all countries and areas do hardly equally their functions, i.e., protection, regeneration and recreation.**

Sistema II (Adelpho)

STATE OF ILLINOIS

County 200;

PERIOD: _____
(req.) _____

JOHNSON
(reg)

THURSDAY, NOVEMBER 12, 1942

—
—

EDWARD C. LYTTLE
-SOUTHERN
(See)

BY SIGHTING BEELOW. Bottomless seeps and springs in the bottom and low-lying ground in the valley floor are caused by bottomless wells flooded with water.

<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Altimeter Rule	Cordomatic Rule	Plumb Line Devotion Rule	Rule Improved Rider	Second Time Rider	V.A. Rider
<input type="checkbox"/>	Automobile Rule	Cordomatic Rule	Plumb Line Devotion Rule	Rule Improved Rider	Second Time Rider	V.A. Rider

24. Relying on the Security Information, if one or more criteria are satisfied by Borrower and recorded together with the
Security Information, the Borrower and Guarantor(s) shall be incorporated into and shall remain valid and applicable
for the term of the Security Instrument as if the credit(s) were a part of this Security Instrument.

9585677

22. **Relatives.** Upon payment of all sums secured by this Security Instrument, Lender shall release Borrower from all rights of homestead exemption in the Property.

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

UNOFFICIAL COPY



First Chicago Mortgage Services

Midwest Mortgage Services, Inc.

LOAN # 0000542617
341 N. BENCH DRIVE
SCHAUMBURG, IL 60193

LEGAL DESCRIPTION RIDER

LOT 14 IN BLOCK 6, OF LEXINGTON VILLAGE, UNIT 1, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, AND PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS. ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT 24238869, IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. # 1 07-22-410-014-0000

956885677

UNOFFICIAL COPY

Property of Cook County Clerk's Office