

**BOX 370**

Permanent Index Number: 22-30-406-027

Prepared by:  
 Middleberg Riddle & Gianna  
 2323 Bryan Street  
 Suite 1600  
 Dallas, Texas 75201

Return to:  
 ACCUBANC MORTGAGE CORPORATION  
 P.O. BOX 809068  
 DALLAS, TEXAS 75380-9068

[Space Above This Line For Recording Data]

Loan No: 08657395  
 Borrower: WILLIAM D. KELLER

Data ID: 394

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on the 25th day of August, 1997.  
 The mortgagor is WILLIAM D. KELLER AND NANCY L. KELLER, HIS WIFE

("Borrower").

This Security Instrument is given to ACCUBANC MORTGAGE CORPORATION, A CORPORATION, which is organized and existing under the laws of the State of TEXAS, and whose address is 12377 MERIT DRIVE, #600, P.O. BOX 809089, DALLAS, TX 75251

("Lender").

Borrower owes Lender the principal sum of TWO HUNDRED TEN THOUSAND and NO/100.....Dollars (U.S. \$ 210,000.00). 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 September 1, 2027. 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:

SEE ATTACHED LEGAL.



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Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the filing of notice. A lien which may attach priorly over this Security Instrument, Lender may give Borrower a notice identifying the lien. Lender's subordination of the lien to this Security Instrument, Lender determines that any part of the Property to operate to prevent the garnishee's enforcement of (c) securities from the holder of the lien in an agreement by the Lender to good faith the lien by, or demands payment secured by the lien in a manner acceptable to the Lender; (b) contents in agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to the Lender; (a) Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

to Lender recoups its damages resulting from the payment.

Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall notify Lender all notices of shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower property which may attach without priority over this Security Instrument, and leasehold payments or ground rents, if any, under paragraph 2; third, to principal due; and last, to any late charges due under the Note.

4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and liquidations attributable to the under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable against the sums secured by this Security Instrument.

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

any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property to Lender, prior to the acquisition or sale of the Property, shall apply Funds held by Lender at the time of acquisition or sale as a credit upon payment in full of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower the deficiency in no more than twelve months, at Lender's sole discretion. Borrower shall make up in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall pay to the Escrow items when due, Lender may so notify Borrower in writing. And, by Lender at any time is not sufficient to pay the Escrow items when due, Lender shall notify Borrower in writing. And, Borrower for the excess Funds in accordance with the requirements of applicable law. If the Funds held in the escrow account real estate tax reporting service used by Lender in connection with this loan, unless applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an escrow account, or verifying the Escrow items, unless Lender may require Borrower to make up the Funds and applicable law to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the including Lender, if Lender is such an institution), or in any Federal Home Loan Bank. Lender shall apply the Funds with applicable law.

The Funds shall be held in an institution, whose deposits are insured by a federal agency, instrumentality, or entity on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with the maximum amount, to exceed the lesser amount. Lender may estimate the amount of Funds due collect and hold Funds in an amount, to exceed the lesser amount. Lender may hold Funds in an amount, if so, Lender may, ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq., the maximum amount a lender for a federally related mortgage loan may require for Borrower's account exceeded the maximum amount another may, at any time, collect and hold Funds in an amount not to premium. These items are called "Escrow items", Lender may, in lieu of the payment of mortgage insurance Borrower to Lender, a recordable instrument of payment, if any; (d) any sum payable by yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sum payable by yearly leasehold premiums which may attain priority over this Security interest or property insurance premiums; (g) yearly leases and assessments which may attach to the Note, until the Note is paid in full, a sum (Funds) for the principal of and interest on the Note and interest covariance as follows:

1. **Payment of Principal and Interest:** Borrower shall promptly pay when due principal of and interest on the Note and interest covariance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender, if the day monthly priority payment, if any; (c) yearly hazard or property insurance premiums; (b) yearly leases and assessments which may attach to the Note, until the Note is paid in full, a sum (Funds) for the principal of and interest on the Note and interest covariance as follows:

2. **Funds for Taxes and Insurance:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender and any additional amount necessary to pay the Property taxes and insurance premiums, if any; (a) yearly leases and assessments which may attach to the Note, until the Note is paid in full, a sum (Funds) for the principal of and interest on the Note and interest covariance as follows:

3. **Other:** Lender may require Borrower to pay the Property taxes and insurance premiums, if any; (b) yearly leases and assessments which may attach to the Note, until the Note is paid in full, a sum (Funds) for the principal of and interest on the Note and interest covariance as follows:

4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and liquidations attributable to the under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to any late charges due under the Note.

This Security Instrument combines several forms of non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. Variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower warrants that Borrower is lawfully seized of the Property subject to all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the Property subject to all claims and demands, subject to any mortgage, grant and convey the Property is unencumbered, except for encumbrances of record. Mortgages, grants, and conveyances now or hereafter a part of the Property. All releases and addendums shall also be covered by this Security and fixtures now or hereafter a part of the Property. All releases and addendums shall hereby convey and has the right to transfer all the foregoing to in this Security instrument as the "Property".

TO OTHERS: Will all the improvements now or hereafter erected on the Property, and all covenants, apprentices, and fixtures now or hereafter a part of the Property. All releases and addendums shall also be covered by this Security and fixtures now or hereafter a part of the Property. All releases and addendums shall hereby convey and has the right to transfer all the foregoing to in this Security instrument as the "Property".

which has the address of 120 DOOLIN STREET, LEMONT, IL 60439 (ZIP Code) (City) (State)

Jillinois (60439) (City) (State)

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if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the 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 proceeding 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 term 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.

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**8. Mortgagel Insurance.** If Lender required mortgagel insurance as a condition of making the loan secured by this security instrument, Borrower shall pay the premiums required to maintain the mortgagel insurance in effect. If, for any reason, the mortgagel 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 mortgagel insurance previously in effect, and Lender shall pay the premiums required to obtain coverage substantially equivalent to the mortgagel insurance previously in effect, all at Lender's cost. In addition, if Lender requires mortgagel insurance to be carried by Borrower, Borrower shall pay the premiums required to maintain the mortgagel insurance in effect, and Lender shall pay the premiums required to obtain coverage substantially equivalent to the mortgagel insurance previously in effect, all at Lender's cost. Lender will release the title to the mortgaged property when the mortgagel insurance premiums paid by Borrower have been received by Lender in full.

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.

7. Protection of Lenders' 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 Lenders' rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture of a enforce laws or regulations), Proprietary (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture of a enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect his interest in the property, Lenders' rights in the property, Lenders' security interests and Lenders' rights to do so.

6. Ownership, Possession, Maintenance and Protection of the Property; Borrower's Loan Application  
Subject to the terms and conditions hereinabove set forth, the Borrower shall have the right to use the property for the purpose intended by the parties hereto, and the Lender shall have the right to require the payment of the principal amount of the loan, interest thereon, and other charges, as provided in the Note, and to exercise all rights and remedies available to it under the Note and this Agreement.

Ulliges Leider, and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend beyond the date of the original maturity date of the Note.

Unless Lenders 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 security fees payable to Lenders, whether or not Lender's security is lessened.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on all real property subject to the terms "executed coverage" and buy other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained 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 unreasonable without notice. The insurance premium shall be charged to Borrower's account payable monthly in advance. The insurance premium shall be paid to the insurance company by Lender's direction.

LOT 36 IN TIMBERLINE UNITS II AND III-PHASE I-A, BEING A RESUBDIVISION OF LOTS 1 THROUGH 59, LOTS 100 THROUGH 104 AND LOTS 128 THROUGH 134, ALL INCLUSIVE, ALL IN TIMBERLINE UNITS II AND III PHASE I, BEING A RESUBDIVISION OF LOTS 4 AND 5 AND PARTS OF LOTS 6,7,8,9 AND 10 IN COUNTY CLERKS DIVISION OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Loan No: 08657395

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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) 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:

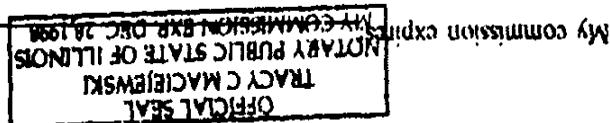
**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the 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.

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(Printed Name)

Notary Public

1997 by



WILLIAM D. KELLER AND NANCY L. KELLER

The foregoing instrument was acknowledged before me this 25 day of

County of DUPAGE  
State of ILLINOIS

(Space Below This Line for Acknowledgment)

—Borrower

(Seal)

—Borrower

(Seal)

NANCY L. KELLER —Borrower

(Seal)

WILLIAM D. KELLER —Borrower

(Seal)

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

 Other(s) [Specify]

- Adjustable Payment Rider
- Condominium Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Standard Term Rider
- Biweekly Development Rider
- Standard Term Development Rider
- Biweekly Improvement Rider
- Standard Term Improvement Rider

Instrument. [Check applicable box(es)]

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, if one or more riders are executed by Borrower and shall be a part of this Security Instrument.

23. Waiver of Homeowner. Borrower waives all rights of homestead exception in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security