

RECORD AND RETURN TO:
KEY MORTGAGE SERVICES, INC.

870 LINCOLN AVENUE
WINNETKA, ILLINOIS 60093

Prepared by:
RICHARD NASH
WINNETKA, IL 60093

7810035249

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 15, 1997
FREDERICK K. LANE, SINGLE NEVER MARRIED
AND SHEILA S. TERRY, SINGLE NEVER MARRIED

. The mortgagor is

(*Borrower"). This Security Instrument is given to
KEY MORTGAGE SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS

address is 576 LINCOLN AVENUE

WINNETKA, ILLINOIS 60093

(*Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED NINETY SIX THOUSAND AND 00/100

Dollars (U.S. \$ 196,000.00).

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 JANUARY 1, 2028 . 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 9 (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 9; THENCE 2 FEET
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

10-32-418-025-0000

Parcel ID #:

which has the address of 6516 NORTH MINNETONKA AVENUE , CHICAGO

(Street, City).

Illinois 60646

(Zip Code) (*Property Address*);

ILLINOIS Single Family FNMA/FHLMC UNIFORM

Instrument: INSTRUMENT Form 3014 9/90

Amended 8/96

LAW OFFICES OF RICHARD NASH

DPS 1089

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• this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

• **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 payments referred to in paragraphs 1 and 2 or change the amount of the payments. 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; Leaseholds. 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 causing the action 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

Initials: J.L.SST

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing or by mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Loan Charges.** If the loan received by this Security instrument is subjected 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 limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded permitted limit will be refunded to Borrower. Under no circumstances will the reduction of any sum paid to the security instrument be greater than the amount necessary to make the loan charge conform to the permitted limit. The Note or by making a direct payment to Borrower, if it is refund reduces principal, the reduction will be treated as a partial prepayment without any premium.

make any accommodation with regard to the terms of this Security Instrument or the Note without first giving written notice to the other party, provided, however, that either party may agree to extend the time for payment of the Note.

12. **Succesors and Assigning Bound; joint and Several Liability; Co-Defenders.** This constitutes and agreement of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

of the authority secured by this security instrument by reason of any claim made or by the original borrower of bondholders in interest. Any performance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Borrower Not Reinstated; Forfeiture of Payment of Purchase Price by Lender. If a Writ of Execution or garnishment is issued against any successor to the original Borrower or Borrower's successors in interest, Lender shall not be required to commence proceedings against any successor to the original Borrower or Borrower's successors in interest to recover payment of otherwise modifiable amortization payments previously made to Lender to the extent of amounts paid by Lender to the original Borrower or Borrower's successors in interest.

Participants who did not receive any payment were asked to indicate whether they would accept the offer if they were paid.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sum 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 market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by the Security Instrument, the market value of the Property immediately before the taking shall be applied to the sum secured by this Security Instrument, unless Borrower and Lender agree to writing or under applicable law otherwise provides, the proceeds shall be applied to the sum secured by this Security Instrument if the amount received immediately before the taking, unless Borrower and Lender agree to writing or under applicable law otherwise provides, the market value of the Property immediately before the taking is less than the amount of the sum secured immediately before the taking, any balance due shall be paid to Borrower. In the event of a partial taking of the Property in which the market value of the Property immediately before the taking is equal to or greater than the amount received by the Lender, the balance due shall be paid to Borrower. Any balance due shall be paid to Borrower. In the event of a partial taking of the Property in which the market value of the Property immediately before the taking is less than the amount received by the Lender, the balance due shall be paid to Borrower.

10. **Condemnation.** To proceed as if any part of the Property, or for convenience in lieu of condemnation, are hereby seized and

9. Inspection, Lenders or its agent may make reasonable entries upon and inspect the premises of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specific for the inspection.

The premium required to maintain mortality insurance in effect, or to provide a loss reserve, until the requirement for contingencies ends in accordance with written agreement between Borrower and Lender or applicable law.

Optional coverage supplementarily available to the mortgagor insuring coverage previously in effect, at a cost substantially equivalent to the cost of insurance premiums previously paid by Lender, Borrower shall pay to Lender such monthly premium as may be required to insure the mortgagor's interest in the property against loss due to fire or other casualty, provided that the amount of coverage shall not exceed the amount of the principal balance of the note.

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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 uncharged. 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

initial 7/15/2024

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Form 301A 8/90

My Commission Expires:
1997

Given under my hand and official seal, this
day of July, 1997.

Signed and delivered to the said instrument as **THEIR** free and voluntary act, for the uses and purposes therein set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY**, personally known to me to be the same persons(s) whose name(s)

FREDERICK K. LANE AND SHERRI S. TERRY, BOTH SINGLE NEVER MARRIED
that
, a Notary Public is and for said County and State do hereby certify
County of **Cook**

Borrower _____
(Seal) _____ Borrower _____
(Seal) _____

SHERRI S. TERRY
Borrower _____
(Seal) _____

FREDERICK K. LANE
Borrower _____
(Seal) _____

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

- (Check applicable box(es))
- Adjustable Rate Rider Goodwill Rider VA Rider
 Graduated Payment Rider Planned Uni Development Rider Second Home Rider
 Biweekly Payment Rider Rate Improvement Rider Other(s) [Specify]

Securities and Instruments of this Security Instrument as if the rider(s) were a part of this Security Instrument.
24. Riders: If one or more riders are executed by Borrower and recorded together with this
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. Waiver of Homestead: Borrower waives all right of homestead exemption in the Property.
without charge to Borrower, Borrower shall pay any recordation costs.

22. Release: Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
21, including, but not limited to, reasonable attorney fees and costs of title evidence.

20. Proceedings: Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this judgment
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums
upon occurrence of a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on
informs Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
(d) that failure to cure the default on or before the date given to Borrower, by which the default must be cured; and
(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
applicable law provides otherwise). The notices shall specify: (a) the default; (b) the action required to cure the default;

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RIDER - LEGAL DESCRIPTION

LOT 9 (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 9; THENCE 2 FEET SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 9; THENCE NORTHWESTERLY 124 FEET 8-3/4 INCHES MORE OR LESS TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 9, WHICH IS 2 FEET SOUTHWESTERLY OF THE MOST NORTHERLY CORNER OF SAID LOT 9; THENCE NORTHWESTERLY ALONG THE SAID NORTHWESTERLY LINE 2 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 9; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 9 TO THE POINT OF BEGINNING). IN BLOCK 15 IN EDGEBROOK MANOR, BEING A SUBDIVISION OF LOTS 37, 32, 33, 34 AND 35; THAT PART OF THE SOUTHWEST HALF (1/2) OF LOT 38 AND ALL OF LOT 39 WEST OF ROAD, ALL OF LOTS 40, 41, 42, 43 AND 44; THE SOUTHWEST HALF (1/2) OF LOT 45; ALL OF LOTS 47 TO 52, BOTH INCLUSIVE IN THE SUBDIVISION OF BRONSON'S PART OF CALDWELL'S RESERVATION, IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING CERTAIN PARTS), ACCORDING TO THE PLAT THEREOF REGISTERED ON MARCH 1, 1922, AS DOCUMENT NUMBER 148536 IN COOK COUNTY ILLINOIS.

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