122/0130 82 005 Page 1 of TO: EMPIRE FUNDING CORP. 1998-09-18 11:02:44 9737 Great Hills Trail, Austin, Texas 78759 Cook County Recorder

SEP MAIL TO:

**№**00)261-4898```

SBI TITILE 10. 1 Walden Other ALLINOIS MO Schaumber 1115556017

9. 4845377 \_Qan#\_5013219

This Mortgage is made between the Mortgagor,

JAMES A KRUCKOW, SHANNON M KRUCKOW

husband and wife

(herein, "Borrower") having an address at

228 ACORN DRIVE STREAMWOOD, IL 60107

and the Mortgagee, , EMPIRE FUNDING CORP., 9737 Great Hills Trail, Austin, Texas 78759, a corporation organized and existing under the laws of Oklahoma (herein "Lender"). WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 35,000 to which indebtedness is evidenced by Borrower's note dated 09/04/98 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 19/10/23;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note. with interest thereon; the payment of all o her sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower her in contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK , State of Clort's Office Illinois:

COOK COUNTY RECORDER JESSE WHITE ROLLING MEADOWS 29.58

SEE ATTACHED EXHIBIT

which has the address of 228 ACORN DRIVE STREAMWOOD, IL 60107 (herein "Property Address");

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

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

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

Taxes. Borrower shall pay when due all taxes, liens, assessments, charges, fines, impositions, leasehold payments, ground Borrower(s) initials:

EFC 4/97 Form: D-4-IL

Lender ~ Original Borrower - 1 copy

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rents, and any other charges whatsoever now existing or hereafter levied or assessed upon the Property, or upon the interest therein created by this Mortgage and, upon Lender's request, shall deliver to Lender satisfactory evidence of payment thereof. Borrower shall preserve and maintain the liens created hereby on the Property, including any improvements hereafter made a part of the realty. Borrower will not let any mechanic's or other workmen's judgment lien attach to the Property.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender according to the terms of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority hereover, and leasehold payments or ground rents, if any.
- 5. 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage. In addition, Borrower agrees to maintain flood insurance with Beneficiary as loss payee in an amount equal to the principal outstanding during the term of said indubted ass if required pursuant to the Flood Disaster Protective Act (42 U.S.C. 4012a).
- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mertage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform a to Porrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affect's Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburses ich sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required incrtgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to malmain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured hereby. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.
- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are 'en by assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority hereover.
- 10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured hereby by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co.signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who cosigns this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to grant and convey that Borrower's

Borrower(s) initials:			
FEC 4/97 Form: D-4-11	Lender - Original	Borrower - Leony	

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interest in the Property to Trustee under the terms hereunder, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make other accommodations with regard to the terms of this Mortgage or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent act prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Perrower shall be furnished a copy of the Note and Mortgage at the time of execution hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver & Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. 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 Portower 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. If Lender exercises this option, Lender shall give Bor ower 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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Eurrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexpense of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding. all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and tit's reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mongage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage direction at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be are if due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's

	N/	
Borrower(s) initials:		
EFC 4/97 Form: D-4-IL/	Lender - Original	Borrower - 1 co

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#### **EXHIBIT "A"**

File No.: 98005377

THAT PART OF LOT 18 IN STREAMWOOD GREEN UNIT THREE-B, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1987 AS DOCUMENT NUMBER 87486450, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 00 DEGREES 01 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 18, A DISTANCE OF 57.95 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 09 SECONDS EAST, A DISTANCE OF 90.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 18; THENCE SOUTH 00 DEGREES 01 MINUTES 43 SECONDS EAST ALONG SAID EAST LOT LINE, A DISTANCE OF 37.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 89 DEGREES 58 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 90.00 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST ENOK.

95 FEET; Tr..

GES 98 MINUTES

1 18 THENCE SOUTH

14.67 FEET TO THE PLACE OF

PIN 06-29-412-080 CORNER OF SAID LOT 18; THENCE NORTH 00 DEGREES 01 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 18, A DISTANCE OF 57.95 FEET; THENCE SOUTH 89 56 MINUTES 09 SECONDS EAST, A DISTANCE OF 44.85 FEET; THENCE SOUTH 00 DEGREES 98 MINUTES 58 SECONDS WEST, A DISTANCE OF 57.88 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 18: THENCE SOUTH 89 DEGREES 58 MINUTES, 17 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 44.67 FEE? TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

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fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall

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

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

be liable to account only for those rents actually received.

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

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

IN TESTIMONY WHEREOF, the signature of Mortgagor is hereun	
JAMES A KRUCKON	SHANNON M KRUCKOW
STATE OF ILLINOIS, On 10/11 before me, a Notary Public in and for the aforesail JAMES A RRUCKOW, SHANNON M KRUCKOW	County SS: id County, do hereby certify that
personally known to me to be the same person(s) whose name(s) we before me and acknowledged that he/she/they signed and relivered suse and purposes therein set forth. WITNESS my hand and official My Commission Expires:  (SEAL)  DANIEL CULLICK  OFFICIAL  My Commission Expires  SEAL  My Commission Expires  May 11, 2002	said instrument as his/her/their ffee and voluntary act, for the seal the date last aforesaid.  Notary Public
	Clartico

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