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NOTE
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ILLINOIS
FEB 19 1986

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 18
1986. The mortgagor is THOMAS E. AIRD AND DEBRA L. AIRD, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to GARY-WHEATON BANK

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is
120 EAST WESLEY
WHEATON, ILLINOIS 60187 ("Lender").

Borrower owes Lender the principal sum of
SIXTY SEVEN THOUSAND AND NO/100---

Dollars (U.S.) **67,000.00**). 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 MARCH 1, 2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 1676 IN STRATHMORE SCHAUMBURG UNIT 19, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28 TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 15, 1976, AS DOCUMENT NUMBER 28 81 556.

07-18-416-003 M

which has the address of **625 LINSEY**, SCHAUMBURG
(Street) (City)
Illinois **60194** ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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THEIR free and voluntary act, for the uses and purposes their signed and delivered the said instrument as

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

, personally known to me to be the same person(s) whose name(s) are

I, John Thompson, Notary Public in the State of said County and State,
do hereby certify that THOMAS E. AIRD AND DEBRA L. AIRD, HUSBAND AND WIFE

प्रसादम् एव

STATE OF ILLINOIS. (606)

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BORROWER
-BORROWER
-BORROWER
-BORROWER

ABONNEMENT - **SOHN**

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...and the people were very angry.

(100) — Small & Company

'11 BIMA PROPOSAL

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Other(s) [Specify] _____

ANSWER SUMMARY

Planned Unit Development Rider

Graduated Payment Rider

Other(s) [specify]

22. Whether or Not Standard Borrower waivers all right of homestead exemption in the Property.
23. Right to the Security Instrument. If one or more riders are executed by Borrower and recorded together with the Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall all stand and supplement this instrument; the coverments and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

19. Acceleration of Payments. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant in this Security Agreement (but not prior to acceleration under paragraphs 13 and 17 hereof) specifying how payments are to be made otherwise. The notice shall specify: (a) the default made; (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) the failure to cure the default or before the date specified in the notice may result in the acceleration of the same secured by this Security Interest, notwithstanding, foreclosure by judicial proceedings and sale of the Property. The notice shall further advise the Borrower of the right to remain in the property after acceleration to collect all expenses incurred in pursuing its rights under this Security Interest.

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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, 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.

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.

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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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 paragraphs 13 or 17.

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Any amounts taken under this paragraph, a Lender does not have to do so.

7. Protection of Leender's Interests in the Property Insurance. If Borrower fails to perform the obligations which shall not merge under Agreements to the merger in writing.

Instrumentum inmediatei prior to the acquisition. 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or absentia-
lly change the property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the lessee shall not merge Lessee's interest in the property.

Unless a 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 preferred to in paragraphs 1 and 2 or change the amount of the payments, if under paragraph 19 the Property is acquired by Lentor, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lentor to the extent of the sums received by this Security under paragraph 19 the monthly payments preferred to in paragraphs 1 and 2 or change the amount of the payments, if under paragraph 19 the Property is acquired by Lentor, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lentor to the extent of the sums received by this Security.

Appended to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower, will be power abandoned the Property, or does not answer within 30 days a notice from Lender 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.

All insurance policies shall be acceptable to Lender and shall include a standard mortgage clause.

of the giving of notice.

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lemder all notices of amounts to pay them on time directly to the person named in such payment.

Paragraphs 1 and 2 shall be applied first, to late charges due under this Note; second, to prepayments made under the Note; third, to amounts paid as under paragraph 2; fourth, to interest due; and last, to principal due.

Information herein is not to make up the entire agreement in one of more payments in full of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, Lender shall pay over to the same sum as received by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the accrual items, shall exceed the amount required to pay the accrual items when due, the excess shall be at Borrower's option, either repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the accrual items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more pymtmts as required by Lender.

Lender may agree in writing that interest shall be paid on the Funds. Under an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds. Lender shall give to Borrower, without charge, an annual account of the Funds showing credits and debits to the Funds. The Funds are pledged as additional security for the sums secured by this Security Instrument.

In Leander on the day following payment of taxes and assessments which may attain the rate of one-twelfth of (a) yearly taxes and assessments of ground rents on the property, (b) yearly premiums for insurance over this security instrument, (c) yearly leasehold rent on the property, (d) yearly mortgage insurance premiums, if any. These items are called "scrow items." Leander may estimate the funds due on the basis of current data and reasonable estimates of future screw items.

1. Payments of Principal and Interest; Prepayments and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments due under the Note.