

UNOFFICIAL COPY

CMIL
00208158

REARED BY: RAMONA R. BARRETT 03500046
RETURN TO:
COMMONWEALTH EASTERN MORTGAGE CORPORATION
5005 NEWPORT DRIVE #400
ROLLING MEADOWS, ILL 60008

3509046

[Signature]
(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on.....APRIL 18TH.....
19 86.....The mortgagor is.....STEVEN L. WILLE AND HIS WIFE PHYLLIS D. WILLE.....
.....("Borrower"). This Security Instrument is given to.....
COMMONWEALTH EASTERN MORTGAGE CORPORATION.....which is organized and existing
under the laws of.....NEW JERSEY.....and whose address is.....2200 WEST LOOP S.....
HOUSTON, TEXAS 77027.....("Lender"). Borrower owes Lender the principal sum of.....SEVENTY ONE THOUSAND SEVEN HUNDRED.....
AND 00/100.....Dollars (U.S. \$*****71,700.00....). 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....MAY 01, 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 8 IN BLOCK 2 IN ARTHUR T. MCINTOSH AND COMPANY'S PALATINE
MANOR, IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14,
TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN
IN COOK COUNTY, ILLINOIS;

3509046

TAX I.D. # 02-14-406-018.....
which has the address of.....114 N. GREENWOOD AVENUE.....
(Street).....PALATINE.....
(City).....

Illinois.....60067.....("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.

UNOFFICIAL COPY

3509048

3509046

WITNESS:

RECEIPT OF A TRUE COPY OF THIS INSTRUMENT, PROVIDED WITHOUT CHARGE,
IS HEREBY ACKNOWLEDGED.

NOTARY PUBLIC

Written in Oct

MY COMMISSION EXPIRES

ON THIS 18TH, DAY OF AUGUST, 1986, I, STEVEN L. MILLER, PLEASUE ME, THE SUBSCRIBER, PERSONALLY APPEARED BEFORE STEVEN L. MILLER AND MARY MILLER, WITNESSES WHO, I AM SATISFIED, ARE THE PERSON(S) NAMED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND THEREUPON THEY ACKNOWLEDGED THAT THEY SIGNED, SEALED AND DELIVERED THE SAME AS THEIR ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSD.

STATE OF ILLINOIS, SEEK COUNTY SS:
LAW

[Space Below This Line for Acknowledging]

By SIGNING BELOW, both we accept and agree to the terms and conditions contained in this Security Instrument and in any riders(s) executed by Buyer and recorded with it.

Admisible Rider
 Condemned Rider
 Planned Unit Development Rider
 Other(s) [Specify]

This Security Instrument contains the complete and final agreement between the parties concerning the subject matter, and supersedes all prior agreements, understandings, negotiations, discussions, correspondence, representations, warranties, and/or promises, whether written or oral, made by either party.

22. Wherever charge to Borrower, Borrower shall pay any recordation costs.

21. **Receivable.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs incurred in entering upon, taking possession of and managing the property and to collect the rents of the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs incurred in entering upon, taking possession of and managing the property and to collect the rents of the property including those past due.

20. Under no circumstances shall any provision in this paragraph 19 or abandonment of the Property, and at any time

If the default is not used 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 demand and may exercise its remedies

and 17 numbers as applicable law provides otherwise); (c) the notice shall specify: (a) the date the defendant to

19. Acceleration; Remedies. Borrower shall give notice to SecuritY Lender prior to acceleration under following Borrower's non-conformations; Remedies. Lender shall give notice to SecuritY Lender prior to acceleration under following Borrower's

00208158

GMI

00208158

UNOFFICIAL COPY

6 3 5 8 9 0 4 6

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.

9509046

UNOFFICIAL COPY

the date of disbursement at the Rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instruments. 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.

Any amounts disbursed by Lender under this paragraph shall be debited by Borrower security instruments held by Lender to do so.

Instrument, appearing in court, paying reasonable attorney's fees and entitling on the property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the lessor shall change the property, allow the property to deteriorate or commit waste. If this security instrument is on a leasehold, Lender's rights in the property (such as a proceeding in bankruptcy, probable, for condemnation of to reinforce 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, unless Lender is paid in full, proceeding in bankruptcy, probable, for condemnation of to reinforce laws or regulations, rights in the property (such as a proceeding in bankruptcy, probable, for condemnation of to reinforce 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 may take action under this paragraph, Lender does not have to do so.

7. Protection of Lender's Rights in the Property. Mortgagee Insurance. If Borrower fails to perform the obligations and agreements contained in this security instrument, or there is a legal proceeding in bankruptcy, probable, for condemnation of to reinforce laws or regulations, rights in the property (such as a proceeding in bankruptcy, probable, for condemnation of to reinforce 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 may take action under this paragraph, Lender does not have to do so.

8. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument in immediately prior to the acquisition.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the lessor shall change the property, allow the property to deteriorate or commit waste. If this security instrument is on a leasehold, Lender's rights in the property (such as a proceeding in bankruptcy, probable, for condemnation of to reinforce 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 may take action under this paragraph, Lender does not have to do so.

9. Postponement of Payments in Writing. Any application of proceeds to principal, interest or other amounts due under paragraph 1 and 2 of this security instrument shall pass to Lender to the extent of the sums secured by this security instrument from damage to the property prior to the acquisition.

Lender may make payment otherwise agreed to in writing, and if Borrower agrees to in writing, any application of proceeds to principal, interest or other amounts due under paragraph 1 and 2 of this security instrument, if postponement of the due date of the monthly payments referred to in paragraphs 1 and 2 of this security instrument is on a leasehold, unless Lender and Borrower otherwise agree in writing, Borrower shall not exceed the payment period of this security instrument when the notice is given.

Unless Lender and Borrower otherwise agree in writing, Borrower shall not exceed the payment period of this security instrument when the notice is given.

Unless Lender and Borrower otherwise agree in writing, Borrower shall not exceed the payment period of this security instrument when the notice is given.

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, and shall include a standard mortgage clause, all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to Lender

carries and Lender. Lender may make proof of loss if not made promptly by Borrower, and Lender

insurance carrier provides proof of loss if not made promptly by Borrower, and Lender

insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which Lender

requires againt loss by fire, hazards included within the term, certain led coverage, and any other hazards for which Lender

agrees to the item in, legal proceedings which in good faith by, or defens against claim of the item in a manner acceptable to Lender, (b) contents in good

agrees in writing to the payment of the obligation accrued by the item in a manner acceptable to Lender, (c) contents in good

receipts evidencing the payment of the item in a manner acceptable to Lender, (d) contents in good

receipts of the item in a manner acceptable to Lender, (e) contents in good

receipts of the item in a manner acceptable to Lender, (f) contents in good

receipts of the item in a manner acceptable to Lender, (g) contents in good

receipts of the item in a manner acceptable to Lender, (h) contents in good

receipts of the item in a manner acceptable to Lender, (i) contents in good

receipts of the item in a manner acceptable to Lender, (j) contents in good

receipts of the item in a manner acceptable to Lender, (k) contents in good

receipts of the item in a manner acceptable to Lender, (l) contents in good

receipts of the item in a manner acceptable to Lender, (m) contents in good

receipts of the item in a manner acceptable to Lender, (n) contents in good

receipts of the item in a manner acceptable to Lender, (o) contents in good

receipts of the item in a manner acceptable to Lender, (p) contents in good

receipts of the item in a manner acceptable to Lender, (q) contents in good

receipts of the item in a manner acceptable to Lender, (r) contents in good

receipts of the item in a manner acceptable to Lender, (s) contents in good