

THIS INSTRUMENT WAS PREPARED BY: AND RETURN TO: JASKI PIROZZO
MERITOR MORTGAGE CORPORATION
1375 E. WOODFIELD ROAD
SCHAUMBURG, IL 60195

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NOTE IDENTIFIED

LOAN # 136992-2

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 26, 1986.

MARRIED TO RUTH TONKOVIC, NOT AS CO-MORTGAGOR (Borrower). This Security Instrument is given to MERITOR MORTGAGE CORPORATION-CENTRAL, which is organized and existing under the laws of THE STATE OF MINNESOTA, and whose address is 408 ST. PETER STREET, 6TH FLOOR, ST. PAUL, MN 55102. ("Lender"). Borrower owes Lender the principal sum of SEVENTY-FIVE THOUSAND AND NO/100 Dollars (U.S. \$ 75,000.00). 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 DECEMBER 1, 2016. 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, Illinois:

LOT TEN (10) IN BLOCK FIVE (5), IN MINNECI'S ARLINGTON HEIGHTS RESUBDIVISION OF LOTS 2, 5, 6, 7, 10, 11, 12, 13, WEST HALF ($\frac{1}{2}$) OF 14, WEST HALF ($\frac{1}{2}$) OF 15, ALL OF LOTS 16, 17, 18, 19, 20, 21, AND 22 IN CAMPBELL AVENUE ADDITION TO ARLINGTON HEIGHTS, BEING A SUBDIVISION OF PARTS OF SECTION 30 AND 31, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 12, 1955, AS DOCUMENT NUMBER 1613766.

THE MORTGAGEE MAY COLLECT A "LATE CHARGE" NOT TO EXCEED FOUR CENTS (4¢) FOR EACH DOLLAR (\$1) OF EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS.

THIS IS A PURCHASE MONEY MORTGAGE AND IS GIVEN TO SECURE A LOAN WHOSE PROCEEDS HAVE BEEN USED TO PAY ALL OR PART OF THE PURCHASE PRICE OF THE PROPERTY DESCRIBED HEREIN BY THE UNDERSIGNED MORTGAGOR AS PURCHASER.

PIN #

03-31-106-029

which has the address of 202 S. PATTON AVENUE, ARLINGTON HEIGHTS, (City)
(Street)

Illinois 60005 ("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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DUPLICATES

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LIBERTY TITLE INSURANCE COMPANY
130 S. NORTHWEST HIGHWAY
PALATINE, ILLINOIS 60067
(312) 991-5401

I, BARBARA TUTTLE, a Notary Public in and for said County of HIS, do hereby certify that MARIA M. MYANSKI AND CYNTHIA M. MYANSKI and state, do hereby certify that MARIA M. MYANSKI AND CYNTHIA M. MYANSKI and FRANK TONKOVIC, personally known to me to be the same persons(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 26th day of November, 1986

STATE OF ILLINOIS, _____ COK — County ass:

BY SIGNING BELOW, FOR POWER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

BY SIGNING BELOW, I acknowledge and agree to the terms and conditions contained in this Security

2-4 Family Rider Condorminium Rider Adjustable Rate Rider Graduate Payment Rider Planned Unit Development Rider Other(s) (Specify) _____

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by attorney) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those paid due. Any rents collected by Lender or the receiver shall be applied first to payment of the principal received and collection of rents, including, but not limited to, receivers' fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receivers' fees, premiums on fees and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment in full of all sums secured by this Security Instrument, Lender shall release this instrument without charge to Borrower.

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

23. Rights 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 the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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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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Lender may take action against the borrower to do so.
Any amounts disbursed by Lender under this paragraph 7, Lender does not have to do so.
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 requesting payment.

7. Protection of Lender's Rights in the Property Insurance. If Borrower fails to perform the terms of this shall not merge unless Lender agrees to the merger in writing.

Instrumental immediately prior to the acquisition.
6. Preservation and Maintenance of Property; Leasesholds. Borrower shall not destroy, damage or substantially change the Property, allow 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 leasehold and

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

Unless Leender 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 Leender's security is not lessened. If the restoration or repair is not needed economically feasible or Leender's security will be lessened, the insurance proceeds shall be applied to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin after Leender may collect the insurance proceeds. Leender may use the proceeds to repair or restore the property or to settle a claim, when Leender may collect the insurance proceeds. Leender has agreed to settle a claim, when Leender may collect the insurance proceeds. Leender or neither party nor Leender's heirs, executors, administrators, successors or assigns shall be liable for any loss or damage resulting from the repair or restoration of the property.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause, unless otherwise specified by the holder.

5. **Hazard Insurance.** Borrower shall keep the insurance existing or hereinafter erected on the property of record giving notice.

3. Applications, Payments, Unless Applicable law provides otherwise, all payments received by Lender under the

Upon payment in full of all sums secured 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 apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit, a claim for the sums secured by this Security Instrument.

If the due dates of all the escrow items exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either promptly 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 escrow items when due, Borrower shall pay to Lender any amount necessary to make up one or more documents as required by Lender.

lender may agree to waive interest which accrued prior to the date of payment if the funds held by Lender together with the future monthly payments of funds payable prior to this date.

The Funds shall be held in trust for the benefit of beneficiaries of the Fund, and the Fund may be used only for the purposes specified in the instrument creating the Fund.

to lenders on the day monthly payments are due under the note, until the notice period has ended, or one-twelfth of (a) yearly taxes and assessments which may partially amortize this Security instrument; (b) yearly leasehold payments of (c) yearly hazard insurance premiums; and (d) yearly motor-vehicle insurance premiums, if any. These items are called "escrow items." Lender may estimate the bases of current data and reasonable estimates of future escrow items.

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

1. Payment of Principal and Interest. Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay