

# UNOFFICIAL COPY

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PREPARED BY: LINDA L. HUDREN  
LYONS MORTGAGE CORP  
2 CROSSROADS OF COMMERCE, #550  
ROLLING MEADOWS, IL 60008

RETURN TO: SECONDARY MARKETING  
LYONS MORTGAGE CORP  
2 CROSSROADS OF COMMERCE, #600  
ROLLING MEADOWS, IL 60008

— [Space Above This Line For Recording Data] —

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 31,  
19 87 The mortgagor is DANIEL T. REAMER AND P. THIEL REAMER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to LYONS MORTGAGE CORP, AN ILLINOIS CORPORATION, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 2 CROSSROADS OF COMMERCE, #600, ROLLING MEADOWS, IL 60008 ("Lender"). Borrower owes Lender the principal sum of EIGHTY FIVE THOUSAND & 00/100

Dollars (U.S. \$ 85,000.00). 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 SEPTEMBER 1, 2017. 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 11 IN ERNEST H. KLODE'S RESUBDIVISION OF CERTAIN LOTS AND VACATED ALLEYS AND STREET IN EDISON PARK MANOR, BEING A SUBDIVISION OF LOT 1 IN BLOCK 4 IN THE TOWN OF CANFIELD IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 8, 1955 AS DOCUMENT NO. 1599655.

PERMANENT INDEX NO.: 09-36-104-048.

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which has the address of 7135 NORTH OZARK AVENUE · CHICAGO (City)

Illinois 60631 (Zip Code) ("Property Address");

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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A rectangular notary seal with rounded corners. The text is arranged in three rows: "NOTARY PUBLIC STATE OF ILLINOIS" at the top, "PATRICK M. GALLAGHER" in the middle, and "OFFICIAL SEAL" at the bottom. The date "JUN 3 1991" is also present.

My Commission expires: 6/3/91

Given under my hand and official seal, this

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subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged said instrument to be his free and voluntary act, for the uses and purposes therein signed and delivered the said instrument is THIS DAY OF JUNE TWENTY EIGHT, THOUSAND ONE HUNDRED AND FORTY EIGHT.

36 personally known to me to be the same person(s) whose name is John G. Atchley

I, THE UNDERSIGNED, a Notary Public in and for said county) and state,

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D. S. Hudo  
P. O. Box 538  
Peak Ridge Pk 0068

Boardername Borrower (Seal)	3647598	3647588	1967 AUG 31 AM 11:27	(Space Below This Line for Acknowledgment)
Submitted Address	Promised Delivery	Accepted Address	Decd. Address	
			Dr.	
			Notify	

DANIEL T. REAMER  
—BORROWER  
(Scan) \_\_\_\_\_

P. THIELE REAMER  
—BORROWER  
(Scan) \_\_\_\_\_

By SIGNING Below, Borrower accepts to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and agrees to the forms and recorded with the County Clerk.

- 2-1 Family Rider
  - Adjustable Pace Rider
  - Contdominium Rider
  - Planned Unit Development Rider
  - Grandfather Favrement Rider
  - Other(s) [Specify] \_\_\_\_\_

22. WHETHER OR NOT HomeSealed, Bottower waives all right of nonstatutory exemption in the property.  
23. Security Instruments. If one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the co-signers and agreeements of each such rider shall be incorporated into  
this Security Instrument. The co-signers and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument. (Check applicable box(es))

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 sale, Lender (in person, by agent or by judgment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property included in those held by Lender or the rents of the property held by Lender under this Agreement.

21. Receiver's bonds and reasonable attorney fees and costs of suit in the event of nonpayment of sums secured by this Security Instrument, Lender shall pay any attorney fees and costs of suit in the event of nonpayment of sums secured by this Security Instrument.

22. Recourse. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument.

19. ACCELERATION; REMEDIES. Borrower shall give five notice to Acceleration following Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date 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 default must be cured; (d) the date the default can be cured if the notice is given to Borrower by the date specified in the notice. The notice shall specify: (a) the date the action required to cure the default; (b) the date the action required to cure the default must be cured; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which default must be cured; (d) the date the default can be cured if the notice is given to Borrower by the date specified in the notice.

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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 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 title 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 disbursed under this paragraph 7, Lender does not have to do so.

See little about how merge units Lender's agrees to the merger in writing.  
**7. Protection of Lender's Rights in the Merger.** If Borrower fails to perform the covenants and agreements contained in this Property in equal proceedings that affect Lender's rights in the Property (such as bankruptcy, probate, or condemnation) to enforce its legal proceedings that may significantly affect Lender's rights in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security interest, paying reasonable attorney's fees and other expenses on the Property to make repairs. Although in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security interest, paying reasonable attorney's fees and other expenses on the Property to make repairs.

Instrumentalities may be used to implement the arrangements for the protection of the property.

When the notice is given:

Unless Lender and Borrower otherwise agree in writing, any application or proceeds to principal or interest due under paragraph 19 of the monthly payments referred to in paragraph 1 and 2 or changing the amount of the payments shall pass to Lender to the extent of the damage from property prior to the acquisition shall pass to Lender to the extent of the sum secured by the security.

recommence to pay sums received by the Insured under this Security Instrument or to pay sums received by the Insured under this Security Instrument, whether or not then due. The 30-day period will begin to run from the date of payment of the amount due, or from the date of payment of the amount due, whichever is later.

All insurance policies and renewals shall be susceptible to Lender and include a standard moratorium clause, unless otherwise specified by the parties.

3. Hazarded Insurance. Borrower shall keep the insurance premiums now existing or hereafter erected on the Property of the kind and amount required by law.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) negotiates in writing to the payee of the obligation, secured by the lien in a manner acceptable to Lender; or (b) consents in good faith to the payment of the obligation, secured by the lien in a manner acceptable to Lender.

Note: third, to amounts paid by a third party all taxes, assessments, charges, lines and impositions will be paid by the corporation; first, to the amounts due under the contracts, second, to amounts paid by the corporation; and second to amounts due under the contracts, to the amounts paid by the corporation.

Upon or ~~any~~ ~~Funds held by Lender~~ in full or 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 be entitled to Borrower's ~~any Funds held by Lender~~ as a credit against the amount received by Lender for his interest in the Property.

If the due date of the Funds held by Lender, together with the future monthly payments of Funds payable prior to maturity of the Funds held by Lender, together with the due date of the Funds held by Lender, together with the future monthly payments of Funds held by Lender in one or more payments as required by Lender, amounts held by Lender in not sufficient to pay the accrued items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

1. Payment of Principal and Interest; Prepayment shall promptly pay when due the principal of and interest on the debt evidenced by the Note and late charges due the principal of and interest on the Note and interest 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 when due 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the duly monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may accrue prior to the maturity date of the Note, or (b) yearly insurance premiums of (c) yearly hazard insurance premiums; and (d) yearly premiums of (e) yearly property, if any. These fees or charges may estimate the Funds due on the maturity date of the Note, until the Note is paid in full.