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NOTE IDENTIFIED

2015-2016-Thomas 00
2015-2016-Thomas 00

[Space Above This Line For Recording Date]

LENDER'S # 59-58-14645

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 26, 1989. The mortgagor is JOYCE R. HELMS, DIVORCED AND NOT SINCE REMARRIED ("Borrower"). This Security Instrument is given to SEARS MORTGAGE CORPORATION, which is organized and existing under the laws of the STATE OF OHIO, and whose address is 2500 LAKE COOK ROAD, RIVERWOODS, ILLINOIS 60015 ("Lender"). Borrower owes Lender the principal sum of FORTY-NINE THOUSAND AND 00/100 Dollars (U.S. \$49,000.00). 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 NOVEMBER 1, 2019. 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 costs, 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 194 IN SHEFFIELD MANOR UNIT ONE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 3, 1971 AS DOCUMENT 2596893, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-18-403-184 VOLUME 187

3838024

which has the address of 2236 HYDE COURT

(Street)

SCHAUMBURG

(City)

Illinois 60194

(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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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 to Lender on the day monthly payments are 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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless 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 and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured 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 escrow items, shall 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 the deficiency in one or more payments as required by Lender.

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 against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the same.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard 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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender 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 Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds 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.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. 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 fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce 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, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. 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.

* A CHARGE ASSESSED BY LENDER IN CONNECTION WITH BORROWER'S ENTERING INTO THIS SECURITY INSTRUMENT TO PAY THE COST OF AN INDEPENDENT TAX REPORTING SERVICE SHALL NOT BE A CHARGE FOR PURPOSES OF THE PRECEDING SENTENCE.

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Form 1022

MULTISTATE PUD RIDER • Single Family - FNUA/FHLMC LNUFORM INSTRUMENT
Form 3180 12/82

XCS1000

-Borrower
(Seller)
-Buyer
(Seller)
-Borrower
(Seller)

John A. Helms

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider
payable, with interest, upon notice from Lender to Borrower requesting payment.
Lender agrees to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be
paid by Lender under this Paragraph F shall become additional debt of Borrower secured by the Security instrument, unless Borrower and
F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed
assumption unacceptable to Lender.
(iv) Any action which may have the effect of rendering the public liability insurance coverage maintained by the Owners
(v) Termination of professional services of the "Consultant Document". If no provision is for the express benefit of Lender
(vi) Any amendment to any provision of the PUD, except for amendment or termination required by law in the case of
subsidiary dissolution by reason of other causality or in the case of striking by court or action of
(vii) The Boardroom of Lender's subsidiary to render consent of the PUD, except for amendment or termination required by law in the case of
participation of subsidiary of the PUD.

E. Lender's Prior Consent. Borrower shall not, except at Lender's direction, either
conveyance in favor of condominium, as hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the
machines a public liability insurance. Borrower shall, at such stations as may be reasonable to insure that the Owners Association
C. Public liability insurance. Borrower shall pay to Lender following a loss to the property of
in the event of a distribution of hazard. In the event of a loss to the property or of repair following a loss to the property or to
common areas and facilities of the PUD, any proceeds payable to Borrower shall be applied to Lender. Lender shall
apply to the sums secured by the Security instrument, with any excess paid to Borrower.
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket
policy, and agree to the extent that the aggregate coverage is provided by the Owners Association policy.
(iii) Borrower's obligation under Uniform Coverage 5 to maintain hazard insurance coverage on the property is deemed
permitted insulations for hazards to its coverage on the property; and
(ii) Lender waives the provision in Uniform Coverage 2 for the monthly payment to Lender of one-twelfth of the yearly
periods, and against it's hazards Lender requires, including fire and hazards included within the term "extended coverage", then
"blanket" policy insures to the property which is stabilized by Lender and which provides insurance coverage in the amounts, for the
periods, all uses and assessments made present to the Consultant Document.
Pay, when due, all uses and assessments made present to the Consultant Document.
A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Consultant Document. The
covenants and agreements as follows:
PUD COVENANTS. In addition to the covenants and agreements made in the Security instrument, Borrower and Lender further
common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest,
(the "PUD"), the property also includes Borrower's interest in the homeowners association or managing or managing the
name of Planned Unit Development [Property Address]

(the "Declarator"). The property is a part of a planned unit development known as
Common Areas and Facilities, as described in the Declaration of Common Areas, and Special and Annual Assessments
DOCUMENT LR-259688 RELATING TO USE, COMMON AREAS, MAINTENANCE AND OPERATION IN THE DECLARATION FILE AS
THE PROPERTY includes, but is not limited to, a parcel of land parcels with a dwelling, together with other such parcels and certain
facilities, EASEMENTS FOR INGRESS, EGRESS, PARKING AND PUBLIC UTILITIES, AND SPECIAL AND COMMUNITY
INSTRUMENTS, OR THE SAME, given by the undersigned (the "Borrower"), to secure Borrower's Note to
SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION
2236 HYDE COURT, SCHAUERBURG, IL 60194
of the same date and covering the property described in the Security instrument and located at
and is incorporated into and shall be deemed to amend and supplement the Mortgagor's Note to the "Security
Instrument", OR THE SAME, given by the undersigned (the "Borrower"), to secure Borrower's Note to
THIS PLANNED UNIT DEVELOPMENT RIDER IS MADE THIS 26TH DAY OF OCTOBER , 1989,
PLANNED UNIT DEVELOPMENT RIDER IS MADE THIS 26TH DAY OF OCTOBER , 1989,
COMMON AREAS AND FACILITIES, AS DESCRIBED IN THE DECLARATION OF COMMON AREAS, AND SPECIAL AND ANNUAL ASSESSMENTS
DOCUMENT LR-259688 RELATING TO USE, COMMON AREAS, MAINTENANCE AND OPERATION IN THE DECLARATION FILE AS
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NON-UNIFORM COVENANTS

<p>19. Acceleration; Remedies; Borrower and Lender further covenant and agree as follows:</p> <p>breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 13 and unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure it; and (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) that failure to cure the default on or before the date specified in the notice may result in cancellation of the sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property and all sums secured by this Security Instrument without further demand and may release the Security Instrument of record on or before the date specified in the notice to accelerate and foreclose. All proceeds from the non-acceleration of a default of any other defacement after acceleration and the sale of the property and all amounts secured by this Security Instrument, including but not limited to collection of all expenses incurred in pursuing the remedy provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.</p> <p>20. Lender in possession, upon acceleration under paragraph 19 or abandonment of the property to him by Borrower, shall be entitled to collect all expenses incurred in pursuing the remedy provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.</p> <p>21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to him who has made payment.</p> <p>22. Waiver of Homestead. Borrower shall pay recordation costs.</p> <p>23. Rider. In this Security Instrument, if one or more riders are executed by Borrower and recorded together with this instrument, and agree as to this Security Instrument as to the terms and covenants contained in this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall supplement the Security Instrument, and the rider shall be deemed part of this Security Instrument. Check applicable boxes (a), (b) and (c) below.</p> <p>24. Family Rider.</p> <p>25. Condominium Rider.</p> <p>26. Planned Unit Development Rider.</p> <p>27. Graduate Pilot Rider.</p> <p>28. Other(s) [Specify] <input type="checkbox"/></p> <p>29. Rider(s) executed by Borrower and recorded with it.</p> <p>30. JOSEPH R. HELMS</p> <p>STATE OF ILLINOIS,</p> <p>1. The undersigned, R. Joseph, do hereby certify that</p> <p>2. Notary Public in and for said county and state,</p> <p>3. Personally known to me to be the same person(s) whom came(s) to sign and delivered the said instrument, free and voluntarily set, for the use and purpose therein subscribed to the foregoing instrument, appeared before me in person, and acknowledged that</p> <p>4. Notary Public in and for said county and state,</p> <p>5. Subscribed and delivered the said instrument, free and voluntarily set, for the use and purpose therein</p> <p>Given under my hand and official seal, this 26th day of October, 1984.</p> <p>Not forth.</p> <p>My Commission expires:</p> <p>KATHY SCHNEIDER (Name) KATHY SCHNEIDER (Address) WESTCHESTER, IL 60153 SEAS MORTGAGE CORPORATION 2215 CENTERPIKE DR., SUITE 1502 BUILDING D, WESTCHESTER, IL 60153 VERSION 1.2 XCI8000AAB</p>	<p>1. My Commission expires:</p> <p>2. HOTARY PUBLIC STATE OF ILLINOIS SHELLY A. WILFREDO OFFICIAL SEAL</p> <p>3. My Commission expires:</p> <p>4. HOTARY PUBLIC STATE OF ILLINOIS KATHY SCHNEIDER (Name) KATHY SCHNEIDER (Address) WESTCHESTER, IL 60153 SEAS MORTGAGE CORPORATION 2215 CENTERPIKE DR., SUITE 1502 BUILDING D, WESTCHESTER, IL 60153 VERSION 1.2 XCI8000AAB</p>
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18 DUPLICATE

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Submitted by _____
Address _____
CAROL MCGEELEY OF TITLES
REGISTRAR OF TITLES

Phone # 38024
Delivery cert. no. _____

Address _____
Deed to _____
Address _____
Notified _____
Where _____

LAND TITLE CO.,
109 W. MONROE, 4th FLOOR
CHICAGO, ILLINOIS 60603

PAGE # _____