

STATUTORY FEDERAL TAX LIEN SEARCH

1384288

PRESENT PARTIES IN INTEREST:

DATE OF SEARCH:

RESULT OF SEARCH:

1 NONE
NONE

9-21-90 806257

PROPERTY CLERK'S OFFICE
90 SEP 21 PM 12:21

INTENDED GRANTEES OR ASSIGNEES:

RESULT OF SEARCH:

UNOFFICIAL COPY

11

Customer # LIBERTY TITLE
Vendors MEMO Filing Date 9-21-90
Crt. # 1384288 L.F. Date 2-23-90
Grantor JAMES J ROBERTS
S.S.# _____
Grantor IRENE C. ROBERTS
S.S.# _____
Grantee _____
S.S.# _____
Grantee _____
S.S.# _____
P.I.N.# 03-24-311-015 Tax # 20052-89
Fed Lien Search 915587 LA
Title Officer _____
Title Company LIBERTY TITLE
Trust Dept. _____ Survey Dept. _____
Approval _____ Approval _____
Refused _____

Type of Document	Number
MORT <u>FTL PFF</u>	_____
<u>MORT</u>	_____
_____	_____
_____	_____

Total No. Docs. (2)
Logged _____ Microfilm _____
To Tax Dept. _____ Ret'd _____
Previewer _____ Date _____
Typist _____ Date _____
Revisor _____ Date _____
New Crt. # _____ Date _____
Delivery _____ Date _____

Customer Signature _____

Property of County Clerk's Office

UNOFFICIAL COPY

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BALLOON PAYMENT RIDER TO NOTE AND SECURITY INSTRUMENT

THIS BALLOON PAYMENT RIDER ("Rider") is made this ¹⁹ ~~XX~~ 19th Day ^{JCR} of September
~~XXXXXX~~ 1990, and amends a Note in the amount of \$ 148,000.00
 (the "Note") made by the person(s) who sign below ("Borrower") to TRAVELERS MORTGAGE
SERVICES, INC. ("Lender") and the Mortgage, Deed of Trust or Security
 Deed (the "Security Instrument") dated the same date and given by Borrower to secure repayment
 of the Note.

In addition to the agreements and provisions made in the Note and the Security Instrument, both
 Borrower and Lender further agree as follows:

IF NOT PAID EARLIER, THIS LOAN IS PAYABLE IN FULL ON September 24
2005 (THE "MATURITY DATE"). BORROWER MUST REPAY THE ENTIRE
 UNPAID PRINCIPAL BALANCE OF THE LOAN AND INTEREST THEN DUE. THIS IS CALLED
 A "BALLOON PAYMENT". THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE
 LOAN AT THAT TIME.

At least ninety (90) but not more than one hundred twenty (120) days prior to the Maturity Date,
 Lender must send Borrower a notice which states the Maturity Date and the amount of the "balloon
 payment" which will be due on the Maturity Date (assuming all scheduled payments due between
 the date of the notice and the Maturity Date are made on time).

_____	<u>James J. Roberts</u> (Seal)
Witness	Borrower JAMES J. ROBERTS
_____	<u>Irene C. Roberts</u> (Seal)
Witness	Borrower IRENE C. ROBERTS
_____	_____ (Seal)
Witness	Borrower
_____	_____ (Seal)
Witness	Borrower

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Property of Cook County Clerk's Office

01/10/2021

UNOFFICIAL COPY

MORTGAGE

September 19 90

3913561

1809 MAYA LANE, MT. PROSPECT, ILLINOIS 60056

Property Address City State Zip Code

JAMES J. ROBERTS and IRENE C. ROBERTS, HUSBAND AND WIFE

Borrower(s) Borrower(s) address if different from Property address

TRAVELERS MORTGAGE SERVICES, INC., 1 S 660 MIDWEST ROAD, SUITE #321, OAKBROOK

Lender Lender address TERRACE, ILLINOIS 60181

PRINCIPAL BALANCE (the amount you borrowed)	PAYMENT AMOUNTS AND TIMES (your monthly payments)	Lender address			
		Monthly Payment U.S. \$	Final Payment U.S. \$	First Payment Date	Final Payment Date
148,000.00		1,459.99	126,778.44	10/24/90	9/24/05

THIS MORTGAGE ("Security Instrument") is made today between the Borrower of the name and address shown above (herein "Borrower"), and the Lender shown above, A CORPORATION ORGANIZED AND

EXISTING UNDER THE LAWS OF NEW JERSEY

with an address shown above (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the amount of the Principal Balance shown above, which indebtedness is evidenced by Borrower's note dated the same date as this Security Instrument and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the Final Payment date shown above.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property which has the address shown above (herein "Property Address"):

Property Tax Index Number: 03-24-311-015 1809 MAYA LANE MT PROSPECT ILLINOIS 60056

LOT NINETY EIGHT (98) IN BRICKMAN MANOR THIRD ADDITION UNIT NO. ONE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER (1/4) OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, 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 APRIL 10, 1964, AS DOCUMENT NUMBER 2164176, IN COOK COUNTY, ILLINOIS.

SAID PROPERTY REFERRED TO AS LOT(S) OF BLOCK(S) ON THE MAP OF MT. PROSPECT, COOK COUNTY, ILLINOIS

ALSO KNOWN AS 1809 MAYA LANE MT. PROSPECT, ILLINOIS 60056

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO: NANCY A. KNUDSON TRAVELERS MORTGAGE SERVICES, INC., 1 S 660 MIDWEST ROAD, SUITE #321, OAKBROOK TERRACE, ILLINOIS 60181

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.

Note Identifiers

3913561

03

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8874-231

FORM 100

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Submitted by

Address

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1990 SEP 21 12 PM 0652

CAROL MOSELEY BRADY
REGISTRAR OF TITLES

OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires 12/30/92
"OFFICIAL SEAL"

RECORD AND RETURN TO:
TRAVELERS MORTGAGE SERVICES, INC.
1 S 660 MIDWEST ROAD, SUITE #321
OAKBROOK TERRACE, ILLINOIS 60181

Notary Public

Renee B. Smith
September 19 90

My Commission expires: 12-30-92

Given under my hand and official seal, this 19th day of September, 1990

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY he signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that JAMES J. ROBERTS and IRENE C. ROBERTS, HUSBAND AND WIFE

STATE OF ILLINOIS, COOK County ss:

County ss:

[Space Below This Line For Acknowledgement]

Witness lines for JAMES J. ROBERTS, IRENE C. ROBERTS, and other witnesses.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) attached by Borrower and recorded with it.

- Adjust the Rate Rider
Graduated Payment Rider
Planned Unit Development Rider
Condominium Rider
Family Rider

22. Riders 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. (Check applicable boxes)

21. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall be- come null and void. Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (b) judicially appointed receiver) shall be entitled to enter upon, take possession of and manage 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 payments of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement 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 default; (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) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on 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 further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of the evidence.

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If Lender requires insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance 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 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 their 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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11/28/92
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1992 SEP 21 PM 2:30
CAROL HOSELEY BRADY
REGISTRAR OF TITLES

RECORD AND RETURN TO:
TRAVELERS MORTGAGE SERVICES, INC.
1 S 660 MIDWEST ROAD, SUITE #321
OAKBROOK TERRACE, ILLINOIS 60181

OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires 12/30/92
"OFFICIAL SEAL"

Notary Public

Given under my hand and official seal, this 19th day of September, 1990
Rumela B. Smith

My Commission expires: 12-30-92

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they be signed and delivered in said instrument as HE, I, RENE and voluntary act, for the uses and purposes therein set forth.

I, THE UNDERSIGNED
STATE OF ILLINOIS, COOK County ss:
a Notary Public in and for said county and state, do hereby certify that JAMES J. ROBERTS and IRENE C. ROBERTS, HUSBAND AND WIFE

[Space Below This Line For Acknowledgment]

Witness (Seal) _____
Witness _____
Witness _____
Witness _____
JAMES J. ROBERTS (Seal) _____
IRENE C. ROBERTS (Seal) _____
Borrower _____
Borrower _____
Borrower _____
Borrower _____

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) attached by Borrower and recorded with it.

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Payment Rider
- Condominium Rider
- Planned Unit Development Rider
- 1-4 Family Rider

Instrument. [Check applicable box(es)]
and supporting in the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

22. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall be responsible for all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage 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 of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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TORRENT