

# UNOFFICIAL COPY

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0-AUG-887

DEPT-01 RECORDING

\$31.00

145555 TRAN 7183 12/09/93 10:25:00  
49875 41 DEPT-01-C-008887  
COOK COUNTY RECORDER

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## MORTGAGE

Loan No. 06924211

03008887

THIS MORTGAGE ("Security Instrument") is given on December 3, 1993. The mortgagor is JAMES R. ARMSTRONG and CHERI L. ARMSTRONG, HUSBAND AND WIFE.

DEPT-01 RECORDING \$31.00

(\*Borrower\*). This Security Instrument is given to SUN MORTGAGE CORPORATION

145555 TRAN 7279 12/09/93 16:33:00  
40047 41 \*-C13-008887  
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 1320 NORTH ROSELLE ROAD, SCHAUMBURG, ILLINOIS 60195

("Lender"). Borrower owes Lender the principal sum of one hundred four thousand and no/100 Dollars (U.S. \$ 104,000.00).

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 January 1, 2009. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 LAKE CLAIRE ESTATES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 23, 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 SEPTEMBER 20, 1978, AS DOCUMENT NUMBER 3047481, IN COOK COUNTY, ILLINOIS.

PIN 03-23-312-011  
which has the address of  
Illinois 60070  
(Zip Code)

510 SHAWN LANE  
(Property Address);

PROSPECT HEIGHTS (Street, City)

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP MORTGAGE FORMS - 12120293-B100 - 18001621-7321  
W-6R(IL) 9/96 21

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Form 3014 9/90  
Amended 5/91

REC  
CHP

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Borrower shall promptly disburse any loan which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the loan in a manner acceptable to Lender; (b) consents in good faith the loan to be disbursed under an agreement between Lender and another party acceptable to Lender; or (c) secures from the holder of the loan the legal proceedings necessary to Lender's opinion to operate to prevent the enforcement of this instrument or the sale of the property covered by the loan in a manner acceptable to Lender.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

<sup>3</sup>. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

Subject to the terms and conditions set forth in the Agreement, Lender shall have the right to require Borrower to pay to Lender at any time or from time to time all or any portion of the principal amount of the Note, together with interest thereon at the rate of twelve percent (12%) per annum, plus any fees, expenses, costs, and other charges which may be payable by Borrower under the Note or otherwise in accordance with the terms of the Note.

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for the excess Funds in accordance with the requirements of applicable law.

The Funds shall be held in an individual account whose deposits are insured by a federal agency, institutionally, or otherwise. Escrow items, Lender may not charge Borrower for holding the Funds, annually analyzing the escrow account, or verifying the Escrow items. Lender is such an institution) or to any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Escrow items, Lender may not charge Borrower for holding the Funds, annually analyzing the escrow account, or verifying the Escrow items. However, Lender in connection with this loan, unless applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay one-time charge for an independent real estate service such as title insurance. Lender shall not be liable for any late payment or non-payment of the Funds due to the failure of the Funds to receive timely payment of the escrow items.

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly leasehold payments and assessments which may accrue over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly rentable insurable premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgagor's insurance premiums. These items are called "Escrow Items" or otherwise in accordance with applicable law.

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 prepayments and late charges due under the Note.

variations by jurisdiction to constitute a uniform security instrument covering real property.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage;

**TOGETHER WITH** all due improvements now or hereafter erected on the property, and all easements, appurtenances, fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this security.

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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16. **decorator's Copy:** Borrower shall be given one copy of the Note and of this Security instrument.

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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 violates applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be cured by a modification of the provision or clause in question. To this end the provisions of this Security Instrument and the Note are declared given effect without the conflicting provision. To the extent that any provision or clause of this Security Instrument violates applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be cured by a modification of the provision or clause in question.

Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to or 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 or by first class mail unless Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to or by first class mail unless Borrower designates by notice to Lender.

prepayment charge under the Note.

13. **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 limits; 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 as a partial prepayment, any

make any accommodations with regard to the terms of this Security Instrument without Boarder's consent.

12. Successors and Assignees 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 this paragraph.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly pay ahead, referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Proprietary is awarded by Borrower, or if, after notice by Borrower, the condominium 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 of repair of the Property or to the sums secured by this Security Instrument, whether or not due.

10. **Condemnation.** The proceeds of any award of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9. Inspection: Lenient or strict may make reasonable efforts upon and inspections as to the property. Lenient shall give 10. Notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

The premiums required to maintain an insurance instrument in effect, or to provide a loss reserve, will be representative for most age groups in accordance with any written agreement between Botorower and Leender or applicable law.

payments may no longer be required, at the option of Leader, if more than one insurance coverage (in the amount) and for the period

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

Form 3014 9/90

REC'D: *[Signature]*

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Navy Public

dey of December, 1993  
ay in person, and acknowledge that it has  
recorally known to me to be the same Person(s) whose name(s)  
ay in person, and acknowledge that it has  
e and voluntary act, for the uses and purposes herein set forth.

STATE OF ILLINOIS, *James R. Armbruster*, Plaintiff,  
County ss: *James R. Armbruster*, Plaintiff,  
vs. *James R. Armbruster*, Defendant,  
A Noisy Public in and for said County and State do hereby certify  
that JAMES R. ARMBRUSTER and GERT L. ARMBRUSTER, HUSBAND AND WIFE

Bottleneck \_\_\_\_\_  
(See) \_\_\_\_\_

CHERI L. ARMSTRONG, HUSBAND AND WIFE SOURCE

ARMERUSTER  
JAMES R. (See) BONNER

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

49990000

<input type="checkbox"/>	Condominium Rate Rider	Admirable Application Box(es)
<input type="checkbox"/>	Planned Unit Dev.	Grandfathered Payment Rider
<input type="checkbox"/>	Rate Improvement Rider	Ballroom Rider
<input type="checkbox"/>	Other(s) [specify]	V.A. Rider

2.1. Rideserà to this Security Instrument, if one or more ride(s) are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of each such ride(s) shall be incorporated into and shall amend and supplement the coverages and agreements of this Security Instrument as if the ride(s) were a part of this Security Instrument.

RECORDS AND RETURN ID:  
SUN MORTGAGE CORPORATION  
1320 NORTH ROSELLE ROAD  
SCHAUMBURG, ILLINOIS 60195