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03074635

WHEN RECORDED MAIL TO

Household Bank, f.s.b.

100 Mittel Drive
Wood Dale, IL 60191
LOAN NUMBER: 6922439

MAIL TO

DEPT-11 RECORDING \$35.50
TRAN 4072 12/19/93 14:51:00
429194 X-03-074635
COOK COUNTY RECORDER

03074635

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
The mortgagor is PATRICIA A. KELLER, A MARRIED WOMAN

DECEMBER 17TH , 1993

household Bank, f.s.b
which is organized and existing under the laws of UNITED STATES
100 Mittel Drive, Wood Dale, IL 60191

("Borrower"). This Security Instrument is given to

, and whose address is

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100
Dollars (U.S. \$ 125,000.00). 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 1ST, 2024 . 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:

SEE ATTACHED LEGAL DESCRIPTION.

FIN # 06 - 28 - 103 - 006

CC91600

335¹
mn

LAND TITLE GROUP, INC.

which has the address of 551 PHILIP LANE
[Street] , BARTLETT
Illinois 60103 [City]
(Zip Code) ("Property Address"):

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1970L1 (8202)

MFIL3112 - 04/92

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■

To Order Call 1-800-530-8362 or FAX 219-781-1171

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100-102-110 XVII 1 000-003-001- 303-000

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should satisfy the basis of taking one or more of the actions set forth above within 10 days of the filing of notice.

Borrower shall promptly discharge 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 to the transfer of the obligation secured by the loan in a manner acceptable to Lender; or
- (c) consents in writing to the assignment of the obligation secured by the loan in a manner acceptable to Lender.

In such event Lender may give Borrower a notice identifying the loan of which he is the holder.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may from time to time be levied or assessed upon it, and the costs of removing the same.

3. Application of Provisions

Funds held by Leander under paragraph 21, under shall acquire or sell the property; Leander, prior to the acquisition of funds held by Leander, shall apply any Funds held by Leander at the time of acquisition so as to as a credit against the sums due to the Proprietor, shall apply any Funds held by Leander at the time of acquisition so as to as a credit against the sums due to the Proprietor by this Security instrument.

If the Funds held by Learder exceed the amounts permitted in 1, b; held by applicable law, Learder shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Learder at any time is not sufficient to pay the Escrow fees when due, Learder may so notify Borrower in writing, and, in such case Borrower shall pay to Learder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, as Learder's sole discretion.

The Funds shall be held in an account whose deposits are insured by a federal agency, insurmountability, or entity selected by the Security Instrument. The Funds are pledged as additional security for all sums and the purpose for which each deposit in the Funds was made. The Funds are accounted as additional security for all sums and the purpose for which each deposit in the Funds was made. The Funds are accounted as additional security for all sums and the purpose for which each deposit in the Funds was made.

responsible estimates of expected rates of future growth in accordance with applicable law.

1. **Execution of Promised and Intended.** Premiums, Premiums 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 Expenses.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may accrue over this Society instrument as a loss on the Property; (b) yearly leasehold premiums, (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lenders, in connection with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These losses are called "Funds". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth in the Note. Lender may require loan may require for Borrower's account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise law or this applies to (b). Funds acts a lesser amount if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the amount of funds due on the basis of current data and

UNIFORM COVENANTS. Boundover and Lender coverage and service is follows:

Required Amendments by Participants to constitute a valid contract covering real property.

THIS SECURITY INSTRUMENT combines uniform conventions for standard use and non-uniform conventions with
accordances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the entire hereby conveyed and has the right to subdivide any or all of the foregoing parcels in this document as the Lender may require.

GOALS WITH ALL THE improvements now or hereafter a part of the property. All improvements and additons shall also be covered by this Security.

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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 in 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 security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by ceasing 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 rights 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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REF ID: A6549

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(2020) 9:1031-1031

18. Borrower's Right to Rebuttal. If Borrower meets certain conditions, Borrower shall have the right to have a rebuttal period of three (3) business days following the date of the earliest of: (a) 5 days (or such other period as

If I receive a certificate of deposit or a bank note in payment of my bill, I will give the same to you within 30 days from the date of my bill, provided that you give me a copy of the certificate or bank note.

This section contains a general statement of the law of federal securities laws as of the date of this Security Instrument. However, this opinion shall not be exercised by Lender if exercise is prohibited by federal law as of

77. 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 written consent of the creditor may, at its option, require immediate payment in full of all sums secured by

16. Borrower shall be given one color-modified copy of the Note and of this Security Instrument
delivered to be executed.

13. Governing Law; Severability. This Security Instrument shall be governed by Florida law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or any provision of the Security Instruments with which the Property is located, shall conflict 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 the extent that the provisions of this Security Instrument and the Note are inconsistent with the governing law, the Note shall control.

a direct payment to Bechtel. If a reduced reduces principal, the reduction will be passed through without any

13. Loan Charges. If the loan so caused by this SecuritY Lns/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 as to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge set to be reduced by the amount necessary to reduce the loan charged the permitted limits, then: (b) any sums already collected from the borrower which exceed permitted limits will be charged to Borrower. Lender may choose to make this results by reducing the principal owed under the Note or by making a partial payoff.

12. **Successors and Assigns Board.** (a) If and whenever, for any reason, the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument shall bind and blemish the successors and assigns of Lender and Borrower, successors and assignments of this Security Instrument shall take effect in accordance with the terms of this Security Instrument or the Note without the borrower or maker of any note or debt due by this Security Instrument; and (c) agrees to let Lender and any other Borrower may agree to extend, modify, waive or release any accommodation with the terms of this Security Instrument or the Note without the

11. **Borrower's obligations.** The Borrower, for itself, its successors, assigns, partners, shareholders, officers, directors, employees, agents, contractors, and service providers, shall be liable to the Lender for payment of all amounts due under the Credit Agreement, and shall remain obligated to do so notwithstanding any provision contained in any agreement between the Borrower and any Person or Persons which may be substituted for or which may succeed to any of the foregoing Persons as a party to the Credit Agreement or any other agreement relating to the Credit Agreement or the making of the Advances, and notwithstanding any provision contained in any such agreement which may purport to limit or otherwise affect such liability.

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

If the Property is abandoned by the Owner, or if, after notice by Plaintiff to Retainee to remove the encroachment within 30 days after the date the notice is given, an award of costs for damages, together with 30 days after the date the notice is given, is authorized to collect and apply the proceeds, as his opinion, either to restoration or repair of the Property or to the sum necessary to remove the same.

any consideration of other testing of any part of the property, or for convenience in view of communication, are necessary.

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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 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 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 in 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.

Legal Description for: 551 Philip Drive, Bartlett, IL 60103

Parcel 22:

The Southeasterly 44.11 feet of Lot 6 in Four Seasons Final Subdivision and P.U.D. Plat, Phase 1, being a Subdivision of part of the Southwest 1/4 of Section 28, Township 41 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded October 18, 1988 as Document 88479485, in Cook County, Illinois.

Subject to Declaration of Covenants, Easements and Restrictions by grantor dated the 18th day of October A.D., 1988, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as document 88479485, which is incorporated herein by reference thereto. Grantor grants to the grantees, their heirs and assigns, as easements appurtenant to the premises hereby conveyed the easements created by said Declaration for the benefit of the owners of the parcels of realty herein described. Grantor reserves to itself, its successors and assigns, as easements appurtenant to the remaining parcels described in said Declaration, the easements thereby created for the benefit of said remaining parcels described in said Declaration and this conveyance is subject to the said easements and the right of the grantor to grant said easements in the conveyance and mortgages of said remaining parcels or any of them, and the parties hereto, for themselves, their heirs, successors and assigns, covenant to be bound by the covenants and agreements in said document set forth as covenants running with the land.

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