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06/21/01

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MORTGAGE Loan #0210070110

THIS MORTGAGE ("Security Instrument") is given on September 30, 1986. The mortgagor is CARROLL HUSER, A. RADOWER, AND GENE T. HUSER, AND JEANNIE H. HUSER, H. S. FEE, ("Borrower"). This Security Instrument is given to Household Bank, FSB, A. Federal Savings Bank, which is organized and existing under the laws of The United States of America, and whose address is 255 East Lake Street, Bloomingdale, Illinois 60108, ("Lender"). Borrower owes Lender the principal sum of Seventy-Two Thousand and 00/100ths Dollars (U.S. \$ 72,000.00). 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 December 1, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook, County, Illinois:

Lot 31 in Block 221 in the Highlands West at Hoffman Estates XXVII, being a Subdivision of part of the Southeast $\frac{1}{4}$ of Section 8, and part of the Northeast $\frac{1}{4}$ of Section 17, all in Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois according to the plat thereof recorded August 17, 1967 as document No. 20232520, in the Office of the Recorder of Deeds in Cook County, Illinois.

P.P. # 07-08-411-031

J.B.

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DEPT/VAL RECORDING	\$13.26
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#1118 # D 30-414 - EASY FILE B-1	
COOK COUNTY RECORDER	

which has the address of 1375 Kingsdale Road, Hoffman Estates,
 [Street] [City]
 Illinois 60194 ("Property Address");
 [Zip Code]

-86-521811

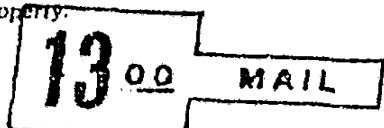
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereinafter a part of the property. All replacements and additions shall also 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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

FORM A-275 (12-84)



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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 payments.

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.

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If notice is given less than 30 days from the date of this notice or mailed to the Borrower's last known address, such notice will be conclusively presumed to have been received by the Borrower on the date it was sent.

Secured by this Security Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by secured law as of the date of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or Beneficial Interest in Borrower. If at any time any copy of the Note and of this Security Instrument is sold or transferred by Borrower to another person, the transferee shall be bound by all the terms and conditions of this instrument.

which can be given without the economic provisions, i.e. to this end the provisions of this section may also suffice and the

Note conditions in which the property is located. In the event that any provision of this Section conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note.

mailing it by first class mail unless application specifies use of registered mail or certified mail. Security Instruments shall be recovered by federal law and the law of the state in which the instrument was filed.

13. Logon/Logoff/Logout Action Affecting Lennder's Rights. If a participant of application law has the effect of rendering any provision of this Note of this Security Instrument ineffective according to its terms, Lennder, at his option, may re-drafting any provision of this Note of this Security Instrument until it becomes effective again. Lennder shall be liable for all sums secured by this Security Instrument and may invoke any remedy permitted by applicable law in full or in part, as the case may be, to collect the amount due under this Note of this Security Instrument.

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 the charge to be charged under the Note will be reimbursed to him.

11. Successors and Assignees; Joint and Several Liability; Co-Signers. The coverings and agreements of this Security Instrument shall bind and affect the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to Lender and Borrower, and Lender and Borrower may agree to pay the sum secured by this Security Interest in whole or in part to any other Borrower who agrees to pay the sum so secured by this Security Interest; and (c) agrees that Lender and any other Borrower may agree to pay the sum secured by this Security Interest in whole or in part to any other Borrower who agrees to pay the sum so secured by this Security Interest.

By the original Bottrof, as necessary in letters. Any letter or remedy by the original Bottrof, as necessary in letters. Any letter or remedy

10. **Borrower.** Notwithstanding anything contained in any other agreement between the parties hereto, the obligations of the Borrower under this Note shall not be discharged by the payment of any sums secured by this Note, except to the extent that such payment discharges the principal amount of the obligations of the Borrower hereunder.

Given, Lender's authority to collect a claim for damages, Borrower shall be responsible to Lender within 30 days after the notice is made an award to collect a claim for damages, Borrower otherwise agree in writing, my application of proceeds to principal shall not extend out to the sum of one and one-half times the Secured instrument, whether or not due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to pay to Borrower:

as is agreed and shall be paid to Lender in full satisfaction of the property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not there are any excess funds available in writing. The sum so received by the Seller shall be reduced by

8. **Inspection.** Lenders of the Agents may make reasonable inspections upon and into premises or parts thereof at any time or for any purpose, and may enter upon the same at all times during business hours for the purpose of inspecting the same, and shall have the right to require the Agent to furnish such information concerning the same as the Lender may require.

9. **Condemnation.** The proceeds of any award of damages, or for compensation or otherwise in lieu of condemnation, in connection with any condemnation or other taking of any part of the property, or for conversion of the same into a public highway, or for any other purpose, shall be applied to the payment of the principal amount of the notes, and the balance, if any, shall be paid to the Agent.

If Lender requires mortgagage insurance as a condition of making the loan secured by this Security Instrument for the payment of premiums required to maintain the insurance in effect until such time as the note becomes due, the Borrower shall pay the premium the insurance in full to Lender's written agreement or applicable law.